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SECURITY COUNCIL
Forty-ninth year

Letter dated 27 May 1994 from the Permanent Representatives of the Russian Federation and the United States of America to the United Nations addressed to the Secretary-General

As co-sponsors of the peace process launched at Madrid in October 1991 and witnesses to the signing at Cairo on 4 May 1994 of the Agreement on the Gaza Strip and the Jericho Area, including its annexes and maps, and an exchange of letters by the Government of the State of Israel and the Palestine Liberation Organization, the representative of the Palestinian people, we have the honour to enclose the above document (see annex).

We would be grateful if you would have the present letter, the attached Agreement, including its annexes and maps, and the exchange of letters distributed as an official document of the General Assembly, under item 38 of the preliminary list, and of the Security Council.

(Signed) Yuliy M. VORONTSOV
Ambassador
Permanent Representative
to the United Nations of the
Russian Federation

(Signed) Madeleine K. ALBRIGHT
Ambassador
Permanent Representative
to the United Nations of the
United States of America

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* A/49/50/Rev.1.

Letter dated 27 May 1994 from the Permanent Representative of Israel to the United Nations addressed to the Secretary-General

Following my letter to you of 8 October 1993, concerning the Declaration of Principles on Interim Self-Government Arrangements, signed on 13 September 1993 at Washington, D.C. (see A/48/486-S/26560), I have the honour to enclose the Agreement on the Gaza Strip and the Jericho Area, including its annexes and maps, signed on 4 May 1994 at Cairo, as well as the exchange of letters signed on the same day by the Government of the State of Israel and the Palestine Liberation Organization, the representative of the Palestinian people, and witnessed by the United States of America, the Russian Federation and the Arab Republic of Egypt (see annex).

I would be grateful if you would have the present letter, the attached Agreement, including its annexes and maps, and the exchange of letters distributed as an official document of the General Assembly, under item 38 of the preliminary list, and of the Security Council.

(Signed) Gad YAACOBI
Ambassador
Permanent Representative of Israel
to the United Nations

Letter dated 27 May 1994 from the Permanent Observer of Palestine to the United Nations addressed to the Secretary-General

Following my letter to you of 8 October 1993, concerning the Declaration of Principles on Interim Self-Government Arrangements, signed on 13 September 1993 at Washington, D.C. (see A/48/486-S/26560), I have the honour to enclose the Agreement on the Gaza Strip and the Jericho Area, including its annexes and maps, signed on 4 May 1994 at Cairo, as well as the exchange of letters signed on the same day by the Government of the State of Israel and the Palestine Liberation Organization, the representative of the Palestinian people, and witnessed by the United States of America, the Russian Federation and the Arab Republic of Egypt (see annex).

I would be grateful if you would have the present letter, the attached Agreement, including its annexes and maps, and the exchange of letters distributed as an official document of the General Assembly, under item 38 of the preliminary list, and of the Security Council.

(Signed) Dr. Nasser AL-KIDWA
Permanent Observer of Palestine
to the United Nations

ANNEX*

AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA

Cairo, 4 May 1994

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* The present annex is being published as received, without formal editing.

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AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA

The Government of the State of Israel and the Palestine Liberation Organization (hereinafter "the PLO"), the representative of the Palestinian people;

PREAMBLE

WITHIN the framework of the Middle East peace process initiated at Madrid in October 1991;

REAFFIRMING their determination to live in peaceful coexistence, mutual dignity and security, while recognizing their mutual legitimate and political rights;

REAFFIRMING their desire to achieve a just, lasting and comprehensive peace settlement through the agreed political process;

REAFFIRMING their adherence to the mutual recognition and commitments expressed in the letters dated September 9, 1993, signed by and exchanged between the Prime Minister of Israel and the Chairman of the PLO;

REAFFIRMING their understanding that the interim self-government arrangements, including the arrangements to apply in the Gaza Strip and the Jericho Area contained in this Agreement, are an integral part of the whole peace process and that the negotiations on the permanent status will lead to the implementation of Security Council Resolutions 242 and 338;

DESIROUS of putting into effect the Declaration of Principles on Interim Self-Government Arrangements signed at Washington, D.C. on September 13, 1993, and the Agreed Minutes thereto (hereinafter "the Declaration of Principles"), and in particular the Protocol on withdrawal of Israeli forces from the Gaza Strip and the Jericho Area;

HEREBY AGREE to the following arrangements regarding the Gaza Strip and the Jericho Area:

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Article I

Definitions

For the purpose of this Agreement:

a. the Gaza Strip and the Jericho Area are delineated on map Nos. 1 and 2 attached to this Agreement;

b. "the Settlements" means the Gush Katif and Erez settlement areas, as well as the other settlements in the Gaza Strip, as shown on attached map No. 1;

c. "the Military Installation Area" means the Israeli military installation area along the Egyptian border in the Gaza Strip, as shown on map No. 1; and

d. the term "Israelis" shall also include Israeli statutory agencies and corporations registered in Israel.

Article II

Scheduled Withdrawal of Israeli Military Forces

1. Israel shall implement an accelerated and scheduled withdrawal of Israeli military forces from the Gaza Strip and from the Jericho Area to begin immediately with the signing of this Agreement. Israel shall complete such withdrawal within three weeks from this date.

2. Subject to the arrangements included in the Protocol Concerning Withdrawal of Israeli Military Forces and Security Arrangements attached as Annex I, the Israeli withdrawal shall include evacuating all military bases and other fixed installations to be handed over to the Palestinian Police, to be established pursuant to Article IX below (hereinafter "the Palestinian Police").

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3. In order to carry out Israel's responsibility for external security and for internal security and public order of Settlements and Israelis, Israel shall, concurrently with the withdrawal, redeploy its remaining military forces to the Settlements and the Military Installation Area, in accordance with the provisions of this Agreement. Subject to the provisions of this Agreement, this redeployment shall constitute full implementation of Article XIII of the Declaration of Principles with regard to the Gaza Strip and the Jericho Area only.

4. For the purposes of this Agreement, "Israeli military forces" may include Israel police and other Israeli security forces.

5. Israelis, including Israeli military forces, may continue to use roads freely within the Gaza Strip and the Jericho Area. Palestinians may use public roads crossing the Settlements freely, as provided for in Annex I.

6. The Palestinian Police shall be deployed and shall assume responsibility for public order and internal security of Palestinians in accordance with this Agreement and Annex I.

Article III

Transfer of Authority

1. Israel shall transfer authority as specified in this Agreement from the Israeli military government and its Civil Administration to the Palestinian Authority, hereby established, in accordance with Article V of this Agreement, except for the authority that Israel shall continue to exercise as specified in this Agreement.

2. As regards the transfer and assumption of authority in civil spheres, powers and responsibilities shall be transferred and assumed as set out in the Protocol Concerning Civil Affairs attached as Annex II.

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3. Arrangements for a smooth and peaceful transfer of the agreed powers and responsibilities are set out in Annex II.

4. Upon the completion of the Israeli withdrawal and the transfer of powers and responsibilities as detailed in paragraphs 1 and 2 above and in Annex II, the Civil Administration in the Gaza Strip and the Jericho Area will be dissolved and the Israeli military government will be withdrawn. The withdrawal of the military government shall not prevent it from continuing to exercise the powers and responsibilities specified in this Agreement.

5. A Joint Civil Affairs Coordination and Cooperation Committee (hereinafter "the CAC") and two Joint Regional Civil Affairs Subcommittees for the Gaza Strip and the Jericho Area respectively shall be established in order to provide for coordination and cooperation in civil affairs between the Palestinian Authority and Israel, as detailed in Annex II.

6. The offices of the Palestinian Authority shall be located in the Gaza Strip and the Jericho Area pending the inauguration of the Council to be elected pursuant to the Declaration of Principles.

Article IV

Structure and Composition of the Palestinian Authority

1. The Palestinian Authority will consist of one body of 24 members which shall carry out and be responsible for all the legislative and executive powers and responsibilities transferred to it under this Agreement, in accordance with this Article, and shall be responsible for the exercise of judicial functions in accordance with Article VI, subparagraph 1.b. of this Agreement.

2. The Palestinian Authority shall administer the departments transferred to it and may establish, within its jurisdiction, other departments and subordinate administrative units as necessary for the fulfillment of its responsibilities. It shall determine its own internal procedures.

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3. The PLO shall inform the Government of Israel of the names of the members of the Palestinian Authority and any change of members. Changes in the membership of the Palestinian Authority will take effect upon an exchange of letters between the PLO and the Government of Israel.

4. Each member of the Palestinian Authority shall enter into office upon undertaking to act in accordance with this Agreement.

Article V

Jurisdiction

1. The authority of the Palestinian Authority encompasses all matters that fall within its territorial, functional and personal jurisdiction, as follows:

    a. The territorial jurisdiction covers the Gaza Strip and the Jericho Area territory, as defined in Article I, except for Settlements and the Military Installation Area.

    Territorial jurisdiction shall include land, subsoil and territorial waters, in accordance with the provisions of this Agreement.

    b. The functional jurisdiction encompasses all powers and responsibilities as specified in this Agreement. This jurisdiction does not include foreign relations, internal security and public order of Settlements and the Military Installation Area and Israelis, and external security.

    c. The personal jurisdiction extends to all persons within the territorial jurisdiction referred to above, except for Israelis, unless otherwise provided in this Agreement.

2. The Palestinian Authority has, within its authority, legislative, executive and judicial powers and responsibilities, as provided for in this Agreement.

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3. a. Israel has authority over the Settlements, the Military Installation Area, Israelis, external security, internal security and public order of Settlements, the Military Installation Area and Israelis, and those agreed powers and responsibilities specified in this Agreement.

   b. Israel shall exercise its authority through its military government, which, for that end, shall continue to have the necessary legislative, judicial and executive powers and responsibilities, in accordance with international law. This provision shall not derogate from Israel's applicable legislation over Israelis **in personam**.

4. The exercise of authority with regard to the electromagnetic sphere and airspace shall be in accordance with the provisions of this Agreement.

5. The provisions of this Article are subject to the specific legal arrangements detailed in the Protocol Concerning Legal Matters attached as Annex III. Israel and the Palestinian Authority may negotiate further legal arrangements.

6. Israel and the Palestinian Authority shall cooperate on matters of legal assistance in criminal and civil matters through the legal subcommittee of the CAC.

Article VI

Powers and Responsibilities of the Palestinian Authority

1. Subject to the provisions of this Agreement, the Palestinian Authority, within its jurisdiction:

   a. has legislative powers as set out in Article VII of this Agreement, as well as executive powers;

   b. will administer justice through an independent judiciary;

   c. will have, **inter alia**, power to formulate policies, supervise their implementation, employ staff, establish departments,

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authorities and institutions, sue and be sued and conclude contracts; and

d. will have, inter alia, the power to keep and administer registers and records of the population, and issue certificates, licenses and documents.

2. a. In accordance with the Declaration of Principles, the Palestinian Authority will not have powers and responsibilities in the sphere of foreign relations, which sphere includes the establishment abroad of embassies, consulates or other types of foreign missions and posts or permitting their establishment in the Gaza Strip or the Jericho Area, the appointment of or admission of diplomatic and consular staff, and the exercise of diplomatic functions.

b. Notwithstanding the provisions of this paragraph, the PLO may conduct negotiations and sign agreements with states or international organizations for the benefit of the Palestinian Authority in the following cases only:

(1) economic agreements, as specifically provided in Annex IV of this Agreement;

(2) agreements with donor countries for the purpose of implementing arrangements for the provision of assistance to the Palestinian Authority;

(3) agreements for the purpose of implementing the regional development plans detailed in Annex IV of the Declaration of Principles or in agreements entered into in the framework of the multilateral negotiations; and

(4) cultural, scientific and educational agreements.

c. Dealings between the Palestinian Authority and representatives of foreign states and international organizations, as well as the establishment in the Gaza Strip and the Jericho Area of representative offices other than those described in subparagraph 2.a.

above, for the purpose of implementing the agreements referred to in subparagraph 2.b. above, shall not be considered foreign relations.

Article VII

Legislative Powers of the Palestinian Authority

1. The Palestinian Authority will have the power, within its jurisdiction, to promulgate legislation, including basic laws, laws, regulations and other legislative acts.

2. Legislation promulgated by the Palestinian Authority shall be consistent with the provisions of this Agreement.

3. Legislation promulgated by the Palestinian Authority shall be communicated to a legislation subcommittee to be established by the CAC (hereinafter "the Legislation Subcommittee"). During a period of 30 days from the communication of the legislation, Israel may request that the Legislation Subcommittee decide whether such legislation exceeds the jurisdiction of the Palestinian Authority or is otherwise inconsistent with the provisions of this Agreement.

4. Upon receipt of the Israeli request, the Legislation Subcommittee shall decide, as an initial matter, on the entry into force of the legislation pending its decision on the merits of the matter.

5. If the Legislation Subcommittee is unable to reach a decision with regard to the entry into force of the legislation within 15 days, this issue will be referred to a board of review. This board of review shall be comprised of two judges, retired judges or senior jurists (hereinafter "Judges"), one from each side, to be appointed from a compiled list of three Judges proposed by each.

   In order to expedite the proceedings before this board of review, the two most senior Judges, one from each side, shall develop written informal rules of procedure.

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6. Legislation referred to the board of review shall enter into force only if the board of review decides that it does not deal with a security issue which falls under Israel's responsibility, that it does not seriously threaten other significant Israeli interests protected by this Agreement and that the entry into force of the legislation could not cause irreparable damage or harm.

7. The Legislation Subcommittee shall attempt to reach a decision on the merits of the matter within 30 days from the date of the Israeli request. If this Subcommittee is unable to reach such a decision within this period of 30 days, the matter shall be referred to the Joint Israeli-Palestinian Liaison Committee referred to in Article XV below (hereinafter "the Liaison Committee"). This Liaison Committee will deal with the matter immediately and will attempt to settle it within 30 days.

8. Where the legislation has not entered into force pursuant to paragraphs 5 or 7 above, this situation shall be maintained pending the decision of the Liaison Committee on the merits of the matter, unless it has decided otherwise.

9. Laws and military orders in effect in the Gaza Strip or the Jericho Area prior to the signing of this Agreement shall remain in force, unless amended or abrogated in accordance with this Agreement.

Article VIII

Arrangements for Security and Public Order

1. In order to guarantee public order and internal security for the Palestinians of the Gaza Strip and the Jericho Area, the Palestinian Authority shall establish a strong police force, as set out in Article IX below. Israel shall continue to carry the responsibility for defense against external threats, including the responsibility for protecting the Egyptian border and the Jordanian line, and for defense against external threats from the sea and from the air, as well as the responsibility for overall security of Israelis and

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Settlements, for the purpose of safeguarding their internal security and public order, and will have all the powers to take the steps necessary to meet this responsibility.

2. Agreed security arrangements and coordination mechanisms are specified in Annex I.

3. A joint Coordination and Cooperation Committee for mutual security purposes (hereinafter "the JSC"), as well as three joint District Coordination and Cooperation Offices for the Gaza district, the Khan Yunis district and the Jericho district respectively (hereinafter "the DCOs") are hereby established as provided for in Annex I.

4. The security arrangements provided for in this Agreement and in Annex I may be reviewed at the request of either Party and may be amended by mutual agreement of the Parties. Specific review arrangements are included in Annex I.

Article IX

The Palestinian Directorate of Police Force

1. The Palestinian Authority shall establish a strong police force, the Palestinian Directorate of Police Force (hereinafter "the Palestinian Police"). The duties, functions, structure, deployment and composition of the Palestinian Police, together with provisions regarding its equipment and operation, are set out in Annex I, Article III. Rules of conduct governing the activities of the Palestinian Police are set out in Annex I, Article VIII.

2. Except for the Palestinian Police referred to in this Article and the Israeli military forces, no other armed forces shall be established or operate in the Gaza Strip or the Jericho Area.

3. Except for the arms, ammunition and equipment of the Palestinian Police described in Annex I, Article III, and those of the Israeli military forces, no organization or individual in the Gaza Strip and the Jericho Area shall manufacture, sell, acquire, possess, import or otherwise introduce

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into the Gaza Strip or the Jericho Area any firearms, ammunition, weapons, explosives, gunpowder or any related equipment, unless otherwise provided for in Annex I.

Article X

Passages

Arrangements for coordination between Israel and the Palestinian Authority regarding the Gaza-Egypt and Jericho-Jordan passages, as well as any other agreed international crossings, are set out in Annex I, Article X.

Article XI

Safe Passage between the Gaza Strip and the Jericho Area

Arrangements for safe passage of persons and transportation between the Gaza Strip and the Jericho Area are set out in Annex I, Article IX.

Article XII

Relations Between Israel and the Palestinian Authority

1. Israel and the Palestinian Authority shall seek to foster mutual understanding and tolerance and shall accordingly abstain from incitement, including hostile propaganda, against each other and, without derogating from the principle of freedom of expression, shall take legal measures to prevent such incitement by any organizations, groups or individuals within their jurisdiction.

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2. Without derogating from the other provisions of this Agreement, Israel and the Palestinian Authority shall cooperate in combatting criminal activity which may affect both sides, including offenses related to trafficking in illegal drugs and psychotropic substances, smuggling, and offenses against property, including offenses related to vehicles.

Article XIII

Economic Relations

The economic relations between the two sides are set out in the Protocol on Economic Relations signed in Paris on April 29, 1994 and the Appendices thereto, certified copies of which are attached as Annex IV, and will be governed by the relevant provisions of this Agreement and its Annexes.

Article XIV

Human Rights and the Rule of Law

Israel and the Palestinian Authority shall exercise their powers and responsibilities pursuant to this Agreement with due regard to internationally-accepted norms and principles of human rights and the rule of law.

Article XV

The Joint Israeli-Palestinian Liaison Committee

1. The Liaison Committee established pursuant to Article X of the Declaration of Principles shall ensure the smooth implementation of this Agreement.

It shall deal with issues requiring coordination, other issues of common interest and disputes.

2. The Liaison Committee shall be composed of an equal number of members from each Party. It may add other technicians and experts as necessary.

3. The Liaison Committee shall adopt its rules of procedure, including the frequency and place or places of its meetings.

4. The Liaison Committee shall reach its decisions by Agreement.

Article XVI

Liaison and Cooperation with Jordan and Egypt

1. Pursuant to Article XII of the Declaration of Principles, the two Parties shall invite the Governments of Jordan and Egypt to participate in establishing further liaison and cooperation arrangements between the Government of Israel and the Palestinian representatives on the one hand, and the Governments of Jordan and Egypt on the other hand, to promote cooperation between them. These arrangements shall include the constitution of a Continuing Committee.

2. The Continuing Committee shall decide by agreement on the modalities of admission of persons displaced from the West Bank and the Gaza Strip in 1967, together with necessary measures to prevent disruption and disorder.

3. The Continuing Committee shall deal with other matters of common concern.

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Article XVII

Settlement of Differences and Disputes

Any difference relating to the application of this Agreement shall be referred to the appropriate coordination and cooperation mechanism established under this Agreement. The provisions of Article XV of the Declaration of Principles shall apply to any such difference which is not settled through the appropriate coordination and cooperation mechanism, namely:

1. Disputes arising out of the application or interpretation of this Agreement or any subsequent agreements pertaining to the interim period shall be settled by negotiations through the Liaison Committee.

2. Disputes which cannot be settled by negotiations may be settled by a mechanism of conciliation to be agreed between the Parties.

3. The Parties may agree to submit to arbitration disputes relating to the interim period, which cannot be settled through conciliation. To this end, upon the agreement of both Parties, the Parties will establish an Arbitration Committee.

Article XVIII

Prevention of Hostile Acts

Both sides shall take all measures necessary in order to prevent acts of terrorism, crime and hostilities directed against each other, against individuals falling under the other's authority and against their property, and shall take legal measures against offenders. In addition, the Palestinian side shall take all measures necessary to prevent such hostile acts directed against the Settlements, the infrastructure serving them and the Military Installation Area, and the Israeli side shall take all measures necessary to prevent such hostile acts emanating from the Settlements and directed against Palestinians.

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Article XIX

Missing Persons

The Palestinian Authority shall cooperate with Israel by providing all necessary assistance in the conduct of searches by Israel within the Gaza Strip and the Jericho Area for missing Israelis, as well as by providing information about missing Israelis. Israel shall cooperate with the Palestinian Authority in searching for, and providing necessary information about, missing Palestinians.

Article XX

Confidence Building Measures

With a view to creating a positive and supportive public atmosphere to accompany the implementation of this Agreement, and to establish a solid basis of mutual trust and good faith, both Parties agree to carry out confidence building measures as detailed herewith:

1. Upon the signing of this Agreement, Israel will release, or turn over, to the Palestinian Authority within a period of 5 weeks, about 5,000 Palestinian detainees and prisoners, residents of the West Bank and the Gaza Strip. Those released will be free to return to their homes anywhere in the West Bank or the Gaza Strip. Prisoners turned over to the Palestinian Authority shall be obliged to remain in the Gaza Strip or the Jericho Area for the remainder of their sentence.

2. After the signing of this Agreement, the two Parties shall continue to negotiate the release of additional Palestinian prisoners and detainees, building on agreed principles.

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3. The implementation of the above measures will be subject to the fulfillment of the procedures determined by Israeli law for the release and transfer of detainees and prisoners.

4. With the assumption of Palestinian authority, the Palestinian side commits itself to solving the problem of those Palestinians who were in contact with the Israeli authorities. Until an agreed solution is found, the Palestinian side undertakes not to prosecute these Palestinians or to harm them in any way.

5. Palestinians from abroad whose entry into the Gaza Strip and the Jericho Area is approved pursuant to this Agreement, and to whom the provisions of this Article are applicable, will not be prosecuted for offenses committed prior to September 13, 1993.

Article XXI

Temporary International Presence

1. The Parties agree to a temporary international or foreign presence in the Gaza Strip and the Jericho Area (hereinafter "the TIP"), in accordance with the provisions of this Article.

2. The TIP shall consist of 400 qualified personnel, including observers, instructors and other experts, from 5 or 6 of the donor countries.

3. The two Parties shall request the donor countries to establish a special fund to provide finance for the TIP.

4. The TIP will function for a period of 6 months. The TIP may extend this period, or change the scope of its operation, with the agreement of the two Parties.

5. The TIP shall be stationed and operate within the following cities and villages: Gaza, Khan Yunis, Rafah, Deir El Ballah, Jabaliya, Absan, Beit Hanun and Jericho.

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6. **Israel and the Palestinian Authority shall agree on a special Protocol to implement this Article, with the goal of concluding negotiations with the donor countries contributing personnel within two months.**

Article XXII

Rights, Liabilities and Obligations

1. a. The transfer of all powers and responsibilities to the Palestinian Authority, as detailed in Annex II, includes all related rights, liabilities and obligations arising with regard to acts or omissions which occurred prior to the transfer. Israel will cease to bear any financial responsibility regarding such acts or omissions and the Palestinian Authority will bear all financial responsibility for these and for its own functioning.

   b. Any financial claim made in this regard against Israel will be referred to the Palestinian Authority.

   c. Israel shall provide the Palestinian Authority with the information it has regarding pending and anticipated claims brought before any court or tribunal against Israel in this regard.

   d. Where legal proceedings are brought in respect of such a claim, Israel will notify the Palestinian Authority and enable it to participate in defending the claim and raise any arguments on its behalf.

   e. In the event that an award is made against Israel by any court or tribunal in respect of such a claim, the Palestinian Authority shall reimburse Israel the full amount of the award.

   f. Without prejudice to the above, where a court or tribunal hearing such a claim finds that liability rests solely with an employee or agent who acted beyond the scope of the powers

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assigned to him or her, unlawfully or with willful malfeasance, the Palestinian Authority shall not bear financial responsibility.

2. The transfer of authority in itself shall not affect rights, liabilities and obligations of any person or legal entity, in existence at the date of signing of this Agreement.

Article XXIII

Final Clauses

1. This Agreement shall enter into force on the date of its signing.

2. The arrangements established by this Agreement shall remain in force until and to the extent superseded by the Interim Agreement referred to in the Declaration of Principles or any other agreement between the Parties.

3. The five-year interim period referred to in the Declaration of Principles commences on the date of the signing of this Agreement.

4. The Parties agree that, as long as this Agreement is in force, the security fence erected by Israel around the Gaza Strip shall remain in place and that the line demarcated by the fence, as shown on attached map No. 1, shall be authoritative only for the purpose of this Agreement.

5. Nothing in this Agreement shall prejudice or preempt the outcome of the negotiations on the interim agreement or on the permanent status to be conducted pursuant to the Declaration of Principles. Neither Party shall be deemed, by virtue of having entered into this Agreement, to have renounced or waived any of its existing rights, claims or positions.

6. The two Parties view the West Bank and the Gaza Strip as a single territorial unit, the integrity of which will be preserved during the interim period.

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7. The Gaza Strip and the Jericho Area shall continue to be an integral part of the West Bank and the Gaza Strip, and their status shall not be changed for the period of this Agreement. Nothing in this Agreement shall be considered to change this status.

8. The Preamble to this Agreement, and all Annexes, Appendices and maps attached hereto, shall constitute an integral part hereof.

Done in Cairo this fourth day of May, 1994.

Y. Rabin
For the Government of the
State of Israel

Y. Arafat
For the PLO

Witnessed By:

Warren Christopher
The United States of America

The Russian Federation

The Arab Republic of Egypt

ANNEX I

PROTOCOL CONCERNING WITHDRAWAL OF ISRAELI MILITARY FORCES AND SECURITY ARRANGEMENTS

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ANNEX I

Protocol Concerning Withdrawal of Israeli Military Forces and Security Arrangements

Article I

Arrangements for Withdrawal of Israeli Military Forces

1. Subject to the provisions of this Annex, withdrawal of Israeli military forces from the Gaza Strip and from the Jericho Area shall begin on the date of the signing of this Agreement and shall be completed within three weeks (21 days) from that date.

2. a. The Joint Security Coordination and Cooperation Committee set up under Article II hereunder shall develop a plan to ensure full coordination between the Israeli military forces and the Palestinian Police during the withdrawal phases and the entry and deployment of the Palestinian Police.

   b. This coordination will be implemented through the District Coordination Offices set up under Article II hereunder, that shall start functioning on the date of the signing of this Agreement.

   c. The plan will include arrangements for the entry of the Palestinian Police, the introduction of police arms, ammunition and equipment and related matters, as well as arrangements intended to facilitate a smooth transfer of responsibility, including the transfer of civil authority, so that no vacuum in authority exists.

Article II

Coordination and Cooperation In Security Matters

1. Joint Security Coordination and Cooperation Committee

   a. A joint Security Coordination and Cooperation Committee for Mutual Security Purposes (hereinafter "the JSC") is hereby established.

   b. The JSC shall:

      (1) recommend security policy guidelines for the approval of the Joint Israeli-Palestinian Liaison Committee and implement such approved guidelines;

      (2) deal with security issues raised by either side;

      (3) provide the proper channel for exchanging information between the two sides, needed to solve security problems; and

      (4) provide directives for the District Coordination Offices.

   c. The JSC shall comprise between five and seven members from each side. Decisions of the JSC will be reached by agreement between the two sides.

   d. The JSC shall determine its rules of procedure. Meetings of the JSC shall be held every two weeks. In the event that either side requests a special meeting, it shall be convened within forty-eight (48) hours.

   e. Unless otherwise agreed by the two sides, JSC meetings will be hosted by each of the sides alternately.

2. District Coordination Offices

   a. Three (3) District Coordination Offices are hereby established, one each for the districts of Gaza, Khan Yunis and Jericho (hereinafter "the DCOs").

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b. The DCOs shall:

(1) monitor and manage the matters requiring coordination as determined by the JSC, according to the policy and guidelines established by the JSC;

(2) monitor and manage all matters of a joint nature within the specific district of each DCO, including the coordination of activities by one side which may affect the other side;

(3) review, investigate and report to the JSC on the overall situation within the DCO's respective district, with special regard to specific events, incidents and activities occurring in the district;

(4) direct the Joint Patrols and Joint Mobile Units as defined in this Article, operating within the DCO's respective district; and

(5) direct the Liaison Bureau established under Article X below, operating at passages and crossing points as detailed in Article VII and X below, in conjunction with the Joint Civil Affairs Coordination and Cooperation Committee set up under Annex II to the Agreement (hereinafter the "CAC").

c. Each DCO will be continuously staffed by a team of up to six officers from each side, comprising one commander and five duty officers.

d. The DCOs will be operated jointly by both sides, 24 hours a day. At least one duty officer from each side will be present during each eight-hour shift, as well as the necessary number of assistants.

e. With a view to preventing friction and to enabling the two sides to deal with possible incidents, both sides shall ensure that the relevant DCO shall immediately be notified of any of the following events:

(1) routine, scheduled or irregular activity or deployment by the Israeli military-

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forces or the Palestinian Police that directly affect the other side. This includes activity or deployment in the proximity of Settlements or Palestinian villages, as the case may be;

(2) events that pose a threat to public order;

(3) activities which disturb the regular flow of traffic on the main roads, including roadblocks and road works;

(4) incidents involving both Israelis and Palestinians, such as road accidents, rescue of casualties or persons in mortal danger, engagement steps or any incident in which a weapon is used;

(5) a terrorist action of any kind and from any source;

(6) infiltrations across the lines of the Gaza Strip and the Jericho Area; and

(7) all cases in which Israelis are hospitalized in the Gaza Strip or the Jericho Area or in which Palestinians of the Gaza Strip or the Jericho Area are hospitalized in Israel.

f. Each DCO shall notify the relevant Israeli and Palestinian headquarters, as well as the Joint Patrols and Joint Mobile Units operating in the relevant district, of the occurrence of any of the events listed in subparagraph e. above.

g. The JSC may modify the content of the list of events outlined in subparagraph e. above.

h. Any event involving injury to Israelis, at any location within the Gaza Strip or the Jericho Area, shall be immediately reported to Israel through the relevant DCO. Israel may employ any means necessary for the evacuation and treatment of such injured persons, and will coordinate such activity through the relevant DCO.

i. The DCOs shall be equipped with the necessary means of communication to enable direct and immediate contact both with the Joint Patrols

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and the Joint Mobile Units, as well as with the respective district headquarters.

3. Joint Patrols

a. The mission of the Joint Patrols is to ensure free, unimpeded and secure movement along the roads and in the areas described in Articles IV and V of this Annex.

b. Unless the JSC decides otherwise, the Joint Patrols shall each be composed of two 4-wheel drive vehicles, one Palestinian and one Israeli. The vehicles shall be marked so as to be easily distinguishable from all other vehicles in the area. There will be four persons in each vehicle: an officer, a signal operator, a driver and a guard.

c. The Joint Patrols will patrol 24 hours a day, in vehicles and on foot, along their routes of activity and on the adjacent sides of the roads upon which the security of traffic along these roads is dependent, or as directed by the DCO.

d. In roads under Israeli security responsibility, the Israeli vehicle will be the leading vehicle. In roads under Palestinian security responsibility, the Palestinian vehicle will be the leading vehicle. The Joint Patrol will be under the direction of the relevant DCO.

e. The Joint Patrols shall monitor continuously movement within their area of operation with a view to preventing incidents that may threaten or endanger persons using the roads. They shall report any such incident or threat thereof to the relevant DCO, and to the Israeli and Palestinian district headquarters.

f. On reaching the scene of an incident, the Joint Patrol will provide as much assistance as possible. Where the incident is dealt with by the authorities functioning in the area, the Joint Patrol shall verify that the appropriate measures have been taken and report to the relevant DCO accordingly.

g. Immediately upon becoming aware of the occurrence of one of the events listed in subparagraph 2.e above, the Joint Patrols

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shall report the event to the relevant DCO, as well as to the respective headquarters of the two sides.

4. Joint Mobile Units

a. The mission of the Joint Mobile Units is to provide rapid response in the event of incidents and emergency situations, in order to ensure free, unimpeded and secure movement at the junctions where they are located, as well as along their designated routes of activity.

b. The composition of the Joint Mobile Units shall be similar to that of the Joint Patrols.

c. The duties of the Joint Mobile Units are:

   (1) to monitor movement along designated roads from stationary locations on agreed junctions, from where they may patrol at random on agreed roads as directed by the relevant DCO, in which case their duties shall be the same as those of Joint Patrols; and

   (2) in the event of an incident involving both Israelis and Palestinians, to reach the site of the incident in order to provide assistance and to investigate.

5. Review of Security Arrangements

The JSC shall meet six months after the signing of this Agreement, and at six-month intervals thereafter, to review the security arrangements and to recommend changes. Amendments will be adopted by mutual agreement based, among other factors, on the regular reports and recommendations received from the DCOs.

Article III

The Palestinian Directorate of Police Force

1. General

The Palestinian Directorate of Police Force (hereinafter "the Palestinian Police") shall function in accordance with the following principles:

a. It will be responsible for public order and internal security within the jurisdiction of the Palestinian Authority in accordance with Article V of the Agreement.

b. Movement of Palestinian policemen between the Gaza Strip and the Jericho Area will be conducted in accordance with Article IX of this Annex.

2. Duties and Functions

a. Subject to the provisions of this Agreement, in the areas under Palestinian jurisdiction the duties of the Palestinian Police shall be as follows:

(1) performing normal police functions, including maintaining internal security and public order;

(2) protecting the public and its property and acting to provide a feeling of security and safety;

(3) adopting all measures necessary for preventing crime in accordance with the law; and

(4) protecting public installations and places of special importance.

3. Structure and Composition

a. The Palestinian Police shall consist of one integral unit under the control of the Palestinian Authority. It shall be composed of four branches:

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(1) Civil Police (Al Shurta);

(2) Public Security;

(3) Intelligence; and

(4) Emergency Services and Rescue (Al Difa'a Al Madani).

In each district, all members of the four Police branches shall be subordinate to one central command.

b. The Palestinian Police will establish a Palestinian Coastal Police unit (hereinafter the "Palestinian Coastal Police") in accordance with Article XI of this Annex.

c. The Palestinian Police will be comprised of up to 9,000 policemen in all its branches.

4. Recruitment

a. The Palestinian Police shall consist of policemen recruited locally, and from abroad (from among individuals holding Jordanian passports or Palestinian documents issued by Egypt). The number of Palestinian recruits from abroad shall not exceed 7,000, of whom 1,000 will arrive three months after the signing of the Agreement.

b. Palestinians recruited from abroad should be trained as policemen. The employment of policemen who have been convicted of serious crimes or have been found to be actively involved in terrorist activities subsequent to their employment will be immediately terminated. The list of Palestinians recruited, whether locally or from abroad, shall be agreed on by both sides.

c. Palestinian policemen coming from abroad may be accompanied by spouse and children.

5. Arms, Ammunition and Equipment

a. Uniformed policemen, as well as other policemen on duty who hold special accreditation, may carry arms.

b. The Palestinian Police will possess the following arms and equipment:

(1) 7,000 light personal weapons.

(2) Up to 120 machine guns of 0.3" or 0.5" caliber.

(3) Up to 45 wheeled armored vehicles of a type to be agreed on between the two sides, and of which 22 will be deployed in protecting Palestinian Authority installations. The use of wheeled armored vehicles in the Security Perimeter, on the Lateral Roads and on their adjacent sides, or in the vicinity of the Settlements shall be approved through the relevant DCO. Movement of such vehicles along the central North-South road (Road No. 4) in the Gaza Strip may take place only after providing notification to the relevant DCO.

(4) Communication systems, subject to Article II of Annex II of this Agreement.

(5) Distinctive uniforms, identification badges and vehicle markings.

c. Relevant police equipment and infrastructure funded from the budget of the Civil Administration shall be transferred to the Palestinian Police.

6. Introduction of Arms and Equipment and Foreign Assistance

a. All foreign contributions and other forms of assistance to the Palestinian Police must comply with the provisions of this Agreement.

b. The introduction into the Gaza Strip or the Jericho Area of arms, ammunition or equipment for the Palestinian Police, from all sources, shall be coordinated through the JSC.

7. Deployment

The Palestinian Police shall be initially deployed in the Gaza Strip and the Jericho Area as shown on attached maps Nos. 4 and 5. Any changes to this deployment will be agreed on in the JSC.

Article IV

Security Arrangements in the Gaza Strip

1. The Delimiting Line

For the purpose of the present Agreement only, and without prejudice to the final status, the line delimiting the northern and eastern edge of the Gaza Strip follows the fence on the ground, as delineated on attached map No. 1 by an unbroken green line (hereinafter "the Delimiting Line") and shall have no other effect.

2. Security Perimeter

a) There will be a security perimeter along the Delimiting Line inside the Gaza Strip as delineated on attached map No. 1 by a broken green line (hereinafter "the Security Perimeter").

b) In accordance with the provisions of this Agreement, the Palestinian Police will be responsible for security in the Security Perimeter.

c) The Palestinian Police will enforce special security measures aimed at preventing infiltrations across the Delimiting Line or the introduction into the Security Perimeter of any arms, ammunition or related equipment, except for the arms, ammunition or equipment of the Palestinian Police, authorized through the relevant DCO.

d) Activities of the Palestinian Police inside the Security Perimeter will be coordinated through the relevant DCO. Security activities in Israel in the vicinity of the Delimiting

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Line that directly affect the other side will be coordinated with the Palestinian Police through the relevant DCO.

3. The Israeli Settlements

   a. In accordance with the Declaration of Principles, during the interim period, the Gush Katif and Erez settlement areas, as well as the other settlements in the Gaza Strip, as delineated on attached map No. 1 by a blue line, will be under Israeli authority.

   b. Palestinians will be free to move along the coast road and along the road from the Netzarim Junction to the seashore.

4. The Yellow Areas

   a. In the areas delineated by a broken red line and shaded in yellow on attached map No. 1 (hereinafter "the Yellow Areas"), and without derogating from Palestinian authority, responsibility will be shared as follows: The Israeli authorities will have the overriding responsibility and powers for security, and the Palestinian Authority will have the responsibility and powers for civil affairs, subject to this Agreement. In addition, with regard to the Yellow Areas, cooperation and coordination in security matters, including joint patrols, as agreed, will be implemented.

   b. Entry of Palestinian policemen into the Yellow Areas and their activity therein may take place as agreed upon through the relevant DCO.

5. The Mawasi Area

   a. Two joint patrols will operate in the Mawasi area, the fishermen's wharves of Rafah and Khan Yunis, and along the coast road led by the Israeli vehicle.

   b. Access of Palestinians to the Mawasi Area, as delineated on attached map No. 1, will be by the following roads:

      (1) Rafah - Tel Sultan - Mawasi;

      (2) Khan Yunis - El Bahr Village; and

(3) Deir El Ballah - along the beach to the Mawasi.

c. The Mawasi Beach

(1) Notwithstanding Israeli authority over the Gush Katif settlement area, the Palestinian Authority may operate sections of the Mawasi beach extending to the east up to the coast road, totalling, together with the Rafah and Khan Yunis wharves, five (5) kilometers.

(2) Upon the completion of the withdrawal of Israeli military forces from the Gaza Strip and the Jericho Area, Israel will notify the Palestinian Authority of the locations of these sections.

(3) These sections may be used for the following purposes:

(a) sport and recreation, including boat hire facilities;

(b) operating food establishments;

(c) enlarging the wharves; and

(d) expanding the facilities for fishermen, such as offices, wharehouses and cold storage facilities.

(4) In these sections, the Palestinian Authority, in exercising its civil authority, will be able to grant licenses for businesses, collect fees and taxes, set and enforce public health standards and develop and manage the tourist sector.

(5) In each of the fishermen's wharves, the Palestinian Authority may have an office building which shall be protected.

(6) There will be not be any construction by Israelis of new sites along the beach.

(7) During a period of three months from the signing of this Agreement, Israel may consider, in light of the security

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situation, the use by the Palestinian Authority of additional beach sections.

6. The Egyptian Border

The Military Installation Area along the Egyptian border in the Gaza Strip, as delineated on attached map No. 1 by a blue line and shaded in pink, will be under Israeli authority.

The village of Dahaniya will remain part of the Military Installation Area pending a declaration of a general amnesty for the residents of the village, and provision having been made for their protection. Upon realization of the above amnesty and protection, the village of Dahaniya will become part of the Yellow Area.

7. Lateral Roads to the Settlements

a. Without derogating from Palestinian authority and in accordance with the Declaration of Principles:

(1) On the three lateral roads connecting the Israeli settlements in the Gaza Strip to Israel, namely: the Kissufim-Gush Katif road; the Sufa-Gush Katif road; and the Karni-Netzarim road, as delineated by a light blue line on attached map no. 1, including the adjacent sides upon which the security of traffic along these roads is dependent (hereinafter "the Lateral Roads"), the Israeli authorities will have all necessary responsibilities and powers in order to conduct independent security activity, including Israeli patrols.

(2) Joint Israeli-Palestinian patrols will operate along the Lateral Roads. Such joint patrols will be led by the Israeli vehicle.

(3) Where the Israeli authorities carry out engagement steps, they will do so with a view to transferring, at the earliest opportunity, the continued handling of the incidents falling within Palestinian responsibility, to the Palestinian Police.

(4) Overpasses will be constructed on intersections between the Lateral Roads and the central North-South road (Road No. 4).

(5) These arrangements will be reviewed by the JSC one year after the date of the signing of this Agreement.

b. Where the Lateral Roads overlap the Security Perimeter the two sides, in the exercise of their respective powers and responsibilities, will fully coordinate their activity in order to prevent friction.

8. The Central North-South Road (Road No. 4)

A joint patrol led by the Palestinian vehicle will be operated along the central North-South road (Road No. 4) in the Gaza Strip between Kfar Darom and Wadi Gaza.

9. Joint Mobile Units

a. Joint Mobile Units will be located at the following junctions:

(1) the Nissanit junction;

(2) the Netzarim junction:

(3) the Deir el-Ballah junction; and

(4) the Sufa-Morag junction.

b. At the Netzarim junction, the Israeli side of this Joint Mobile Unit will check Israeli vehicles, which will then be able to continue their journey without interference. This Joint Mobile Unit will also operate as a Joint Patrol between the Netzarim Junction and Wadi Gaza under the direction of the relevant DCO.

10. Coordination and Cooperation in the Gaza Strip

Two DCOs will function in the Gaza Strip as follows:

a. A DCO for the Gaza district, located at the Erez crossing point with subordinate Joint Liaison Bureaus at the Erez and Nahal Oz crossing points.

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b. A DCO for the Khan Yunis district, located at the Nuriya Camp with subordinate Joint Liaison Bureaus at the Sufa crossing point and at the Rafah terminal.

Article V

Security Arrangements in the Jericho Area

1. Clarifications Concerning the Jericho Area

   With regard to the definition of the Jericho Area, as delineated on attached map No. 2, it is hereby clarified that Route No. 90 crossing Auja from South to North and the East-West road connecting Route No. 90 with Yitav, and their adjacent sides, shall remain under Israeli authority. For the purpose of this Article, the width of each such road and its adjacent sides, as shown on attached map No. 2, shall extend at least 12 meters on each side measured from its center.

2. A Joint patrol led by the Palestinian vehicle shall operate along the main North-South road crossing Jericho (Route No. 90).

3. Joint Mobile Units

   a. A Joint Mobile Unit shall be located at the Auja junction being the intersection of Route No. 90 and the road to Yitav. This unit shall be led by the Israeli vehicle, and may be directed by the DCO to deal with certain incidents occurring on the road between Auja and Jericho in which Palestinians are involved.

   b. A Joint Mobile Unit shall be located at the Nahal Elisha junction on the road from Jericho to the Mousa Allami project.

4. Coordination and Cooperation in the Jericho Area

A DCO located at the Vered Yericho crossing point will function in the Jericho Area and will maintain a subordinate Joint Liaison Bureau in the Allenby Terminal.

5. a. Pending the entry into force of the interim agreement, the holy site of Nebi Mousa will be under the auspices of the Palestinian Authority, for religious purposes.

b. During religious events that take place three times a year and other special occasions that will be coordinated with the Israeli authorities, Palestinians will have the right to religious pilgrimage to the al-Maghtas under the Palestinian flag.

c. Palestinian private projects, as well as joint ventures in accordance with the Declaration of Principles, will be located as agreed on the shore of the Dead Sea.

d. Safe passage will be provided from the Jericho Area to Nebi Mousa, al-Maghtas and the projects and ventures as agreed in subparagraph c. above on the shore of the Dead Sea for the aforementioned purposes.

6. Within three months of the signing of this Agreement, Israel may consider, in light of the security situation, the possibility of widening of the Jericho Area.

Article VI

Security Arrangements Concerning Planning, Building and Zoning

1. Notwithstanding the provisions relating to planning, building and zoning set out elsewhere in this Agreement, the provisions of this Article shall apply with respect to the areas specified below.

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2. These arrangements will be reviewed within a period of six months from the signing of this Agreement and, thereafter, every six months, with a view to modifying them, with due consideration to Palestinian plans for establishing economic projects, and to the security concerns of both sides.

3. The limitations set out below on the construction of buildings and installations in specific areas shall not require the demolition or removal of existing buildings or installations.

4. The existing buildings, installations and natural and artificial culture in the Gaza Strip within a distance of 100 meters from the Delimiting Line shall remain as they are at present.

5. Within the next 500 meters of the Security Perimeter, and within the Yellow Areas, buildings or installations may be constructed, provided that:

   a. one building or installation may be constructed on each plot, the size of which shall not be less than 25 dunams; and

   b. such building or installation shall not exceed two floors, of a size not exceeding 180 sq. meters per floor.

   The Palestinian Authority shall maintain the predominantly agricultural character of the remaining areas of the Security Perimeter.

6. Buildings or installations shall not be constructed on either side of the Lateral Roads up to a distance of 75 meters from the center of these Roads.

7. In the Jericho Area, no bridges or other structures will be built above Route No. 90 which may prevent the movement on this road of vehicles with a height of up to 5.25 meters.

8. For the purpose of enforcing this Article, the United States will provide both sides with satellite photographs of the Gaza Strip depicting the buildings, installations and natural and artificial culture existing at the time of the signing of this Agreement.

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Article VII

The Crossing Points

1. General

a. Israel declares that work to relocate the Erez, Nahal Oz and Sufa crossing points currently within the Gaza Strip, to a location within Israel adjacent to the Delimiting Line, is underway. Israel will attempt to complete this work not later than 12 months from the date of the signing of this Agreement with regard to the Erez crossing point, and not later than 8 months from the date of the signing of this Agreement with regard to the Nahal Oz and Sufa crossing points. Pending the completion of this work, Israel shall retain control over these crossing points and operate them in accordance with the provisions of this Article.

b. Israelis entering the Gaza Strip and the Jericho Area shall carry Israeli documentation (if they are above the age of 16) and, if driving a vehicle, a driving license and vehicle registration documentation recognized in Israel. Tourists to Israel entering the Gaza Strip and the Jericho Area shall carry their passports and other relevant documentation.

c. Entry of residents of the Gaza Strip and the Jericho Area to Israel shall be subject to Israeli laws and procedures regulating entry into Israel, and such residents shall be required to carry the identity card as agreed upon in this Agreement, as well as documentation specified by Israel and notified through the CAC to the Palestinian Authority.

d. The provisions of this Agreement shall neither prejudice the use of safe passage nor Israel's right, for security and safety considerations, to close the crossing points to Israel and to prohibit or limit the entry into Israel of residents and of vehicles from the Gaza Strip and the Jericho Area.

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2. Passage between the Gaza Strip and Israel

a. Passage between the Gaza Strip and Israel will be via one or more of the following crossing points:

(1) the Erez crossing point;

(2) the Nahal Oz crossing point; and

(3) the Sufa crossing point.

b. The Palestinian Authority may set up a checkpoint, within the Gaza Strip, on the road leading to the Erez crossing point and on the road leading to the Nahal Oz crossing point, at locations to be coordinated between the two sides, for the purpose of inspection and identification of passengers and vehicles. Israelis and tourists to Israel passing through these checkpoints may be only required to identify themselves by presenting Israeli documentation or a passport, as set out in subparagraph 1.b. above. The above requirements shall not apply to uniformed members of the Israeli military forces.

c. The Palestinian Authority may set up a checkpoint, within the Gaza Strip, on the road leading to the Sufa crossing point, at a location acceptable to both sides, for the purpose of inspection and identification of Palestinian passengers and vehicles. Israeli vehicles may bypass this checkpoint unimpeded.

d. Passage of Israelis, and tourists to Israel, between the Gaza Strip and Israel may, in addition, be via the following crossing points:

(1) the Karni crossing point;

(2) the Kisufim crossing point;

(3) the Kerem Shalom crossing point; and

(4) the Elei Sinai crossing point.

e. Israelis, and tourists to Israel, who have passed through any of the above crossing points into the Gaza Strip shall not be required to undergo any inspection,

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identification or other requirement in addition to the stated provisions for entry into the Gaza Strip outlined in this Article.

Tourists to the Gaza Strip and the Jericho Area from countries having diplomatic relations with Israel, who have passed through an international crossing, will not be required to pass any additional entry control before entry to Israel.

f. Arrangements for the movement of goods between the Gaza Strip and Israel through the crossing points are set out in Annex IV.

g. A Palestinian liaison officer will be present at each of the crossing points on the Lateral Roads.

3. Passage to and from the Jericho Area

a. Passage between the Jericho Area and the rest of the West Bank shall be governed by the same rules regulating the movement of persons and vehicles within the West Bank, and shall not need to be effected through designated crossing points.

b. Passage between the Jericho Area and Israel via the West Bank shall be governed by the currently applicable rules regulating the movement of persons and vehicles between the West Bank and Israel.

Article VIII

Rules of Conduct in Security Matters

1. Subject to the provisions of this Agreement, the security and public order personnel of both sides shall exercise their powers and responsibilities pursuant to this Agreement with due regard to internationally-accepted norms of human rights and the rule of law and shall be guided by the need to protect the public, respect human dignity and avoid harassment.

2. In the Yellow Areas and on the Lateral Roads and their adjacent sides, vehicles bearing Israeli license plates shall not be stopped, obstructed or delayed by the Palestinian Police, and no identification shall be required.

3. On the central North-South road (Road No. 4) in the Gaza Strip between the Netzarim Junction and Kfar Darom, and on the main North-South road crossing the Jericho Area (Route No. 90), vehicles bearing Israeli license plates may be stopped for identification by a Joint Patrol or a Joint Mobile Unit. The Israeli side of such a patrol or unit may carry out identity and vehicle documentation checks.

4. Without prejudice to the provisions of this Article regarding the areas mentioned in paragraphs 2 and 3 above, the following rules of conduct shall apply throughout the rest of the Gaza Strip and the Jericho Area:

   a. Vehicles bearing Israeli license plates may be stopped by the Palestinian Police for the purpose of checking the driving license, and passengers' identity documentation (if above the age of sixteen).

   b. Israelis shall under no circumstances be apprehended, arrested or placed in custody or prison by Palestinian authorities.

      However, where an Israeli is suspected of having committed of an offense, he or she may be detained in place by the Palestinian Police while ensuring his or her protection, in accordance with the provisions of Annex III, until the arrival of a Joint Patrol or Joint Mobile Unit, called immediately by the Palestinian Police, or of other Israeli representatives dispatched by the relevant DCO.

5. Pedestrians may be required to produce identity documentation (if above the age of sixteen). Thereafter, they shall be treated in accordance with the provisions of this Article.

6. Uniformed members of the Israeli military forces, as well as vehicles of the Israeli military forces, shall not be stopped by the Palestinian Police in any circumstances, and shall not be subject to any

identification requirements. Without derogating from the above, in the event of suspicion regarding such a person or vehicle, the Palestinian Police may notify the Israeli authorities through the relevant DCO, in order to request appropriate assistance.

7. Notwithstanding the provisions of this Article, persons who are subject to identification pursuant to this Article and who claim to be Israelis but cannot present appropriate identification documentation may be detained in place by the Palestinian Police, in accordance with the provisions of Annex III, until the arrival of a Joint Patrol or Joint Mobile Unit, called by the Palestinian Police, or of other Israeli representatives dispatched by the relevant DCO.

8. a. Each side shall enforce upon civilians subject to its authority a prohibition on possession or carrying weapons without a license.

   b. The Palestinian Authority may grant licenses to possess or carry pistols for civilian use. The modalities for granting such licenses, as well as categories of persons who may be granted such licenses, will be agreed upon in the JSC.

9. Rules of Engagement

   a. For the purpose of this Article, "engagement" shall mean an immediate response to an act or an incident constituting a danger to life or property that is aimed at preventing or terminating such an act or incident, or at apprehending its perpetrators.

   b. Within the territory under the jurisdiction of the Palestinian Authority, in places where Israeli authorities exercise their security functions in accordance with this Annex, and in their immediate vicinities, the Israeli authorities may carry out engagement steps in cases where an act or an incident requires such action. In such cases, the Israeli authorities will take any measures necessary to bring to an end such an act or incident with a view to transferring, at the earliest opportunity, the continued handling of the incident falling within the Palestinian responsibility to the Palestinian Police. The Palestinian Authority will immediately be

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notified, through the relevant DCO, of such engagement steps.

c. Engagement with the use of firearms shall not be allowed, except as a last resort after all attempts at controlling the act or the incident such as warning the perpetrator or shooting in the air have failed. Use of firearms should be aimed at deterring and not at killing the perpetrator. The use of firearms shall cease once the danger is past.

d. Any activity involving the use of firearms other than for immediate operational purposes shall be subject to prior notification to the relevant DCO.

10. If a person is injured or otherwise in need of assistance, such assistance will be provided by the side that first reaches the site. If such a person is under the authority of the other side, the assisting side shall notify the relevant DCO and the appropriate provisions of Article II of this Annex, as well as the provisions of Annex II, Article II, regarding arrangements for treatment and hospitalization, shall be applied.

Article IX

Arrangements for Safe Passage Between the Gaza Strip and the Jericho Area

1. General

a. There shall be safe passage between the Gaza Strip and the Jericho Area for residents of the Gaza Strip and the Jericho Area and visitors to these areas from abroad, as detailed in this Article.

b. Israel will ensure safe passage during daylight hours (from sunrise to sunset) for persons and transportation.

c. Safe passage will be effected via the following designated crossing points:

(1) the Erez crossing point; and

(2) the Vered Yericho crossing point.

d. Israel will make safe passage available through one or more of the routes delineated on attached map No. 3.

2. The usage of safe passage

a. As detailed below, persons using safe passage shall carry, in addition to the personal and vehicle documentation, the following documents:

(1) a safe passage card; and

(2) (for drivers only) a vehicle safe passage permit.

Arrangements for implementation of safe passage, as well as modalities for the issuance by Israel of safe passage cards and vehicle safe passage permits, shall be discussed and agreed in the CAC.

b. Residents of the Gaza Strip and the Jericho Area in possession of a permit enabling them to enter Israel will be able to use this permit as a safe passage card.

c. Safe passage cards and vehicle safe passage permits shall be stamped by the Israeli authorities at the crossing point with the time of departure from the crossing point and the estimated time of arrival.

d. Residents of the Gaza Strip and the Jericho Area who are denied entry into Israel may be permitted by Israel to use safe passage in accordance with special arrangements to be made in each individual case through the JSC.

e. Special arrangements will apply with respect to passage of Palestinian leaders, senior Palestinian Authority officials and distinguished personalities. The CAC will define the scope and nature of these special arrangements, in consultation with the JSC.

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f. The mode of passage of Palestinian policemen on duty, between the Gaza Strip and the Jericho Area, will be coordinated through the JSC.

g. Any additional matters relating to the usage of safe passage will be coordinated through the JSC.

3. Passage and Mode of Transit

a. Persons and vehicles in transit under these arrangements shall neither break their journey nor depart from the designated routes, and shall complete the transit within the designated time stamped on their safe passage cards and permits, unless a delay is caused by a medical emergency or a technical breakdown.

b. Persons using safe passage shall be subject to the laws and regulations applicable in Israel and in the West Bank respectively.

c. Persons and vehicles using safe passage shall not carry explosives, firearms or other weapons or ammunition, except for special cases that will be agreed to in the JSC.

4. General Provisions Regarding the Routes

a. The above arrangements shall in no way affect the status of the routes used for safe passage.

b. Routes used for safe passage shall be closed on Yom Kippur, Israel's Memorial Day and Israel's Independence Day.

c. Without prejudice to the use of safe passage, Israel may, for security or safety reasons, temporarily modify the arrangements for safe passage. Notice of such temporary modification shall be given to the Palestinian authority through the JSC. At least one route of safe passage shall, however, remain open.

d. Israel shall notify the Palestinian Authority of incidents involving persons using safe passage.

Article X

Passages

1. General

a. While Israel remains responsible during the interim period for external security, including along the Egyptian border and the Jordanian line, border crossing shall take place according to the arrangements included in this Article. These arrangements aim at creating a mechanism that facilitates the entry and exit of people and goods, reflecting the new reality created by the Declaration of Principles, while providing full security for both sides.

b. The arrangements included in this Article shall apply to the following border crossings:

(1) the Allenby Bridge crossing; and

(2) the Rafah crossing.

c. The same arrangements will be applied by the Parties, with the necessary adjustments, to agreed seaports, airports or other international crossings, such as the Abdullah and Damya bridges.

d. The two sides are determined to do their utmost to maintain the dignity of persons passing through the border crossings. To this end, the mechanism created will rely heavily on brief and modern procedures.

e. In each border crossing there will be one terminal, consisting of two wings. The first wing will serve Palestinian residents of the Gaza Strip and West Bank and visitors to these areas (hereinafter "the Palestinian Wing"). The second wing will serve Israelis and others (hereinafter "the Israeli Wing"). There will be a closed Israeli checking area and a closed Palestinian checking area, as set out below.

f. Special arrangements will apply to VIPs crossing through the Palestinian Wing. The liaison bureau to be established pursuant to paragraph 5 below (hereinafter "the Liaison Bureau") will define the scope and the nature of these special arrangements.

2. Control and Management of the Passages

a. For the purpose of this Article, "passage" is defined to mean the area from the crossing barrier at the Egyptian border or the Allenby Bridge, passing through and including the terminal and:

(1) with regard to the Allenby Bridge crossing, from the terminal up to the Jericho Area; and

(2) with regard to the Rafah crossing, from the terminal up to the outer limit of the Israel military location along the Egyptian border.

b. (1) Israel will have the responsibility for security throughout the passage, including for the terminal.

(2) An Israeli director-general will have the responsibility for the management and security of the terminal.

(3) The director-general will have two deputies who will report to him:

(a) an Israeli deputy who will be the manager of the Israeli Wing. Israel will have exclusive responsibility for the management of the Israeli Wing; and

(b) a Palestinian deputy, appointed by the Palestinian Authority, who will be the manager of the Palestinian Wing.

(4) Each deputy will have an assistant for security and an assistant for administration. The assignments of the Palestinian deputies for security and administration will be agreed upon by the two sides.

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(5) There will be maximum coordination between the two sides. Both sides will maintain cooperation and coordination on matters of mutual concern.

(6) The director-general will continue to use Palestinian contractors to provide bus services and other administrative and logistical services.

(7) Palestinian policemen present at the terminal will be armed with handguns. Their deployment will be decided upon by the two sides. Other Palestinian officials present at the terminal will be unarmed.

(8) The details of management and security and Liaison Bureau issues will be dealt with by the two sides.

(9) The two sides will work together in order to seek ways for additional arrangements in the Rafah terminal.

(10) Both sides will review these procedures in a year's time.

c. Except for the arrangements included in this Article, the current procedures and arrangements applicable outside the terminal shall continue to apply throughout the passage.

d. (1) Once incoming passengers have crossed the terminal, they will proceed to the Jericho Area or the Gaza Strip, as appropriate, without any interference from Israeli authorities (safe passage).

(2) Outgoing passengers may proceed to the terminal without any interference from Israeli authorities after joint verification that such passengers hold the necessary documentation for exiting the area to Jordan or Egypt, as set out in this Agreement.

3. Arrangements for Entry from Egypt and Jordan Through the Palestinian Wing

a. At the entrance to the Palestinian Wing there will be a Palestinian policeman and a raised Palestinian flag.

b. Before entering the Palestinian Wing, passengers will identify their personal luggage and it will be placed on a conveyor belt. Each side will be able to inspect such luggage inside its own checking area, using its own personnel and, if necessary, may open the luggage for inspection in the presence of the owner and a Palestinian policeman.

c. Persons entering the Palestinian Wing will pass through a magnetic gate. An Israeli policeman and a Palestinian policeman will be posted on each side of this gate. In the event of suspicion, each side will be entitled to require a physical inspection to be conducted in inspection booths to be located adjacent to the gate. Passengers will be inspected by a Palestinian policeman in the presence of an Israeli policeman. Accompanying personal belongings may also be inspected at this point.

d. Having completed the above phase, persons entering the Palestinian Wing will pass through one of three lanes for the purpose of identification and document control, as follows:

   (1) The first lane will be used by Palestinian residents of the Gaza Strip and the Jericho Area. These passengers will pass via a Palestinian counter, where their documents and identity will be checked. Their documents will be checked by an Israeli officer who will also check their identity indirectly in an invisible manner.

   (2) The second lane will serve other Palestinian residents of the West Bank. These passengers will first pass via a Palestinian counter, where their documents and identity will be checked. Then they will continue via an Israeli counter, where their documents and

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identity will be checked. The two counters will be separated by tinted glass and a revolving door.

(3) The third lane will serve visitors to the Gaza Strip and West Bank. An identical procedure as in paragraph 3.d(2) above will apply to such visitors, except that they will first pass via the Israeli counter, and then continue via the Palestinian counter.

e. In the event of suspicion regarding a passenger in any of the three lanes described in subparagraph d. above, each side may question such passenger in its closed checking area. Suspicion justifying questioning in the closed checking area may be one of the following:

(1) the passenger was involved, directly or indirectly, in criminal or planned criminal activity, in terrorist or planned terrorist activity and is not a beneficiary of the amnesty provisions of this Agreement.

(2) the passenger conceals arms, explosives or related equipment;

(3) the passenger holds forged or non-valid documentation or the details included in the documentation are inconsistent with those included in the population registry (in case of a resident) or in the data base (in case of a visitor), except that questions relating to such inconsistency will initially be raised at the counter and the passenger will be questioned in the closed checking area only if the suspicion has not been removed; or

(4) the passenger acts in an obviously suspicious behavior during the passage via the terminal.

If, at the conclusion of this questioning, the suspicion has not been removed, such passenger may be apprehended, after the other side has been notified. In case of a Palestinian suspect being apprehended by the Israeli side, a Palestinian policeman will be asked to meet

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with the suspect. Following notification to the Liaison Bureau, any further treatment of the apprehended person will be in accordance with Annex III.

f. In the Palestinian Wing, each side will have the authority to deny the entry of persons who are not residents of the Gaza Strip and West Bank.

For the purpose of this Agreement, "residents of the Gaza Strip and West Bank" means persons who, on the date of entry into force of this Agreement, are registered as residents of these areas in the population registry maintained by the military government of the Gaza Strip and West Bank, as well as persons who have subsequently obtained permanent residency in these areas with the approval of Israel, as set out in this Agreement.

g. Following the above procedure, the passengers will collect their luggage and proceed to the customs area as described in Annex IV.

h. The Palestinian side will provide passengers whose entry is approved with an entry permit stamped by the Palestinian side and attached to their documents.

At the conclusion of the direct and indirect checking of the documents and identity of passengers passing via the first lane and stamping their entry permits, the Palestinian officer will provide the passenger with a white card issued by the Israeli officer. A Palestinian official posted at the exit of the Palestinian Wing will verify that the passenger holds such a white card and will collect the cards with indirect and invisible Israeli checking.

For passengers going through the second and third lanes, the Israeli officer will provide the passengers with a blue card, after checking their documents and identity, and verifying their entry permits. An Israeli and a Palestinian official posted at the exit of the Palestinian Wing will verify and collect the cards. White and blue cards collected will be checked by Israeli and Palestinian officials.

In cases where either side denies the entry of a non-resident passenger, that passenger will be escorted out of the terminal and sent back to Jordan or Egypt, as appropriate, after notifying the other side.

4. Arrangements for Exit to Egypt and Jordan Through The Palestinian Wing

Passengers exiting to Egypt or Jordan through the Palestinian Wing will enter the terminal without their luggage. Thereafter, the same procedures described in paragraph 3 above will apply to them, except that the order of passing via the Israeli and Palestinian counters will be reversed.

5. Liaison Bureau

a. There will be a liaison bureau at each crossing point in order to deal with matters arising regarding passengers passing through the Palestinian Wing, issues requiring coordination, and differences regarding the implementation of these arrangements. Without derogating from Israel's responsibility for security, the bureau will also deal with incidents.

b. This bureau will be comprised of an equal number of representatives from each side and will be located at a specified location inside each terminal.

c. This bureau will be subordinate to the relevant subcommittee of the CAC.

6. Miscellaneous

a. Special arrangements will be agreed upon by the two sides regarding the passage of goods, buses, trucks and privately-owned vehicles. Pending this agreement, the current arrangements will continue to apply.

b. Israel will attempt to complete the structural alterations on the Rafah and Allenby Bridge terminals not later than the date of the completion of the withdrawal of Israeli forces from the Gaza Strip and the Jericho Area.

If these structural alterations are not completed by that time, the arrangements described in this Article shall apply, except

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for those arrangements that cannot be implemented without the structural alterations.

c. In order to cross through the crossing points into and out of the Gaza Strip and the Jericho Area, residents of these areas will use documents as detailed in Annex II. Pending the entry into force of the Interim Agreement, other West Bank residents will continue to use the existing documents issued by the military government and its Civil Administration.

Article XI

Security Along the Coastline and in the Sea of Gaza

1. Maritime Activity Zones

   a. Extent of Maritime Activity Zones

      The sea off the coast of the Gaza Strip will be divided into three Maritime Activity Zones, K, L, and M as shown on map No. 6 attached to this Agreement, and as detailed below:

      (1) Zones K and M

         (a) Zone K extends to 20 nautical miles in the sea from the coast in the northern part of the sea of Gaza and 1.5 nautical miles wide southwards.

         (b) Zone M extends to 20 nautical miles in the sea from the coast, and one (1) nautical mile wide from the Egyptian waters.

         (c) Subject to the provisions of this paragraph, Zones K and M will be closed areas, in which navigation will be restricted to activity of the Israel Navy.

(2) Zone L

(a) Zone L bounded to the south by Zone M and to the north by Zone K extends 20 nautical miles into the sea from the coast.

(b) Zone L will be open for fishing, recreation and economic activities, in accordance with the following provisions:

(i) Fishing boats will not exit Zone L into the open sea and may have engines of up to a limit of 25 HP for outboard motors and up to a maximum speed of 15 knots for inboard motors. The boats will neither carry weapons nor ammunition nor will they fish with the use of explosives.

(ii) Recreational boats will be permitted to sail up to a distance of 3 nautical miles from the coast unless, in special cases, otherwise agreed within the Maritime Coordination and Cooperation Center as referred to in paragraph 3 below. Recreational boats may have engines up to a limit of 10 horsepower. Marine motor bikes and water jets will neither be introduced into Zone L nor be operated therein.

(iii) Foreign vessels entering Zone L will not approach closer than 12 nautical miles from the coast except as regards activities covered in paragraph 4 below.

b. General Rules of the Maritime Activity Zones

(1) The aforementioned fishing boats and recreational boats and their skippers sailing in Zone L shall carry licenses issued by the Palestinian Authority, the format and standards of which will be coordinated through the JSC.

(2) The boats shall have identification markings determined by the Palestinian Authority. The Israeli authorities will be notified through the JSC of these identification markings.

(3) Residents of Israeli settlements in the Gaza Strip fishing in Zone L will carry Israeli licenses and vessel permits.

(4) As part of Israel's responsibilities for safety and security within the three Maritime Activity Zones, Israel Navy vessels may sail throughout these zones, as necessary and without limitations, and may take any measures necessary against vessels suspected of being used for terrorist activities or for smuggling arms, ammunition, drugs, goods, or for any other illegal activity. The Palestinian Police will be notified of such actions, and the ensuing procedures will be coordinated through the Maritime Coordination and Cooperation Center.

2. The Palestinian Coastal Police

a. The Palestinian Coastal Police may function in Zone L, up to a distance of 6 nautical miles from the coast. In special cases, it may also exercise control over Palestinian fishing boats fishing in Zone L in an additional area of 6 nautical miles, up to the limit of 12 nautical miles from the coastline, after clearance and coordination through the Maritime Coordination and Cooperation Center.

b. The Palestinian Coastal Police shall have up to 8 boats with a displacement of up to 30 tons. They will sail at a speed of up to 20 knots.

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c. The boats shall carry weapons of up to a 7.62 mm caliber.

d. Boats of the Palestinian Coastal Police may fly a Palestinian flag, have police identification markings and shall operate identification lights.

e. The Parties shall cooperate on all sea matters, including mutual help at sea, and pollution and environmental issues.

f. The boats of the Palestinian Coastal Police will initially use the Gaza Wharf.

g. Boats belonging to Israelis are solely subject to the control, authority and jurisdiction of Israel and the Israel Navy.

3. Maritime Coordination and Cooperation Center

a. A Maritime Coordination and Cooperation Center (hereinafter "the MC") shall function as part of the JSC, to coordinate civil maritime activities and coastal police affairs off the coast of the Gaza Strip.

b. The MC shall function within the relevant DCO, and will determine its own rules of procedure.

c. The MC shall function 24 hours a day.

d. The MC shall be staffed by members of the Israel Navy and the Palestinian Coastal Police, each providing a liaison officer and an assistant liaison officer.

e. A direct radio telephone link (hot line) shall be set up between the Israel Navy vessels and the Palestinian Coastal Police vessels.

f. The role of the MC is to coordinate:

(1) assistance between the Coastal Police and the Israel Navy as may be necessary to deal with incidents arising at sea;

(2) Coastal Police training involving the use of firearms;

(3) joint activities between the Coastal Police and the Israel Navy when pre-planning is operationally necessary;

(4) radio contact between Coastal Police and Israel Navy vessels in the event that "hot line" communication between vessels of the two sides was not established;

(5) search and rescue operations; and

(6) maritime activities related to an agreed port, when established in the Gaza Strip.

4. Gaza Strip Port

a. Plans for the establishment of a port in the Gaza Strip in accordance with the Declaration of Principles, its location, and related matters of mutual interest and concern, as well as licenses for vessels and crews sailing on international voyages will be discussed and agreed upon between Israel and the Palestinian Authority taking into consideration the provisions of Article X of this Agreement. To this end a special committee will be established by the two sides.

b. The Gaza Sea Port Authority referred to in the Declaration of Principles, shall act on behalf of the Palestinian Authority in accordance with the provisions of this Agreement.

c. Pending construction of a port, arrangements for entry and exit of vessels, passengers and goods by sea, as well as licenses for vessels and crews sailing on international voyages in transit to the Gaza Strip and the Jericho Area, shall be through Israeli ports in acordance with the relevant rules and regulations applicable in Israel and in accordance with the provisions of Annex IV.

Article XII

Security of the Airspace

1. Operation of aircraft for the use of the Palestinian Authority in the Gaza Strip and the Jericho Area shall be initially as follows:

   a. Two (2) transport helicopters for VIP transportation within and between the Gaza Strip and the Jericho Area.

   b. Four (4) up to twenty persons capacity fixed-wing transport aircraft, for transporting persons between the Gaza Strip and the Jericho Area.

2. Changes in the number, type and capacity of aircraft may be discussed and agreed upon in a Joint Aviation Subcommittee (hereinafter "the JAC") to be established within the JSC.

3. The Palestinian Authority may immediately establish and operate in the Gaza Strip and the Jericho Area provisional airstrips for the helicopters and fixed-wing aircraft referred to in subparagraphs 1.a and 1.b above, in accordance with arrangements and modalities to be discussed and agreed upon in the JAC.

4. All aviation activity or usage of the airspace by any aerial vehicle in the Gaza Strip and the Jericho Area shall require prior approval of Israel. It shall be subject to Israeli air traffic control including, **inter alia**, monitoring and regulation of air routes as well as relevant regulations and requirements to be implemented in accordance with the Israel Aeronautical Information Publication, the relevant parts of which will be issued after consultation with the Palestinian Authority.

5. Aircraft taking off from, and landing in the Gaza Strip and the Jericho Area shall be registered and licensed in Israel or in other states members of ICAO. Air crews of such aircraft shall be licensed in Israel or in such other states, provided that such licenses have been approved and recommended by the Palestinian Authority and validated by Israel.

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6. Aircraft referred to in this Article shall not carry firearms, ammunition, explosives or weapons systems, unless otherwise approved by both sides. Special arrangements for armed guards escorting high-ranking officials, will be agreed upon in the JAC.

7. The location of navigational aids and other aviation equipment will be approved by Israel through the JAC.

8. a. The Palestinian Authority shall ensure that only the aviation activity in accordance with this Agreement will take place in the Gaza Strip and the Jericho Area.

   b. Further powers and responsibilities may be transferred to the Palestinian Authority through the JAC.

   c. The Palestinian Authority may establish a Palestinian Civil Aviation Department to act on its behalf in accordance with the provisions of this Article and of this Agreement.

9. a. Aviation activity by Israel will continue to be operated above the Gaza Strip and the Jericho Area, with the same limitations applicable in Israel regarding civil and military flights over densely-populated areas.

   b. Israel will notify the Palestinian Authority of emergency rescue operations, searches and investigations of aerial accidents carried out in the Gaza Strip and the Jericho Area. Searches and investigations of civilian aircraft accidents will be conducted by Israel with the participation of the Palestinian Authority.

10. Commercial, domestic and international air services to, from and between the Gaza Strip and the Jericho Area may be operated by Palestinian, Israeli or foreign operators approved by both sides, certified and licensed in Israel or in ICAO member states maintaining bilateral aviation relations with Israel. Arrangements for such air services, beginning with a service between Gaza and Cairo using two (2) fixed-wing aircraft with capacity up to fifty passengers each, as well as arrangements regarding the establishment and

operation of airports and air terminals in the Gaza Strip and the Jericho Area, will be discussed and agreed upon by the two sides in the JAC.

Any such international commercial air services will be carried out in accordance with Israel's bilateral aviation agreements. The implementation phase will be discussed and agreed upon in the JAC.

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ANNEX II

PROTOCOL CONCERNING CIVIL AFFAIRS

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ANNEX II

PROTOCOL CONCERNING CIVIL AFFAIRS

Article I

Liaison and Coordination in Civil Matters

A. Joint Civil Affairs Coordination and Cooperation Committee

1. A Joint Civil Affairs Coordination and Cooperation Committee (hereinafter "the CAC") is hereby established.

2. The functions of the CAC are to coordinate between the Palestinian Authority on one hand, and Israel and the Civil Administration that shall continue to function in the rest of the West Bank on the other hand, concerning the following day-to-day matters:

    a. Civil matters, including issues concerning the transfer of powers and responsibilities from the Israeli military government and its Civil Administration to the Palestinian Authority.

    b. Matters arising with regard to roads, power lines and other infrastructure which require coordination according to this Agreement.

    c. Questions regarding passage to and from the Gaza Strip and the Jericho Area and safe passage between the Gaza Strip and the Jericho Area, including crossing points and international crossings.

    d. Day-to-day contacts between the two sides as regards matters such as employment permits, hospitalization, transportation licensing, transfer of information, etc.

e. Joint projects, matters of mutual interest and other matters requiring coordination and cooperation.

3. The CAC shall be comprised of an equal number of representatives from Israel and from the Palestinian Authority, and shall convene at least once a month unless otherwise agreed.

Each side may initiate the convening of a special meeting on short notice.

4. The CAC shall determine by agreement its mode of procedure.

5. Matters of principle and policy not settled within the CAC shall be passed on to the Joint Israeli-Palestinian Liaison Committee.

B. Joint Regional Civil Affairs Subcommittees

1. The CAC shall establish two Joint Regional Civil Affairs Subcommittees (hereinafter "the Subcommittees") for the Gaza Strip and the Jericho Area respectively.

2. Each Subcommittee shall deal with the day-to-day civil affairs matters as detailed in paragraph A.2 above.

The Jericho Area Subcommittee shall also coordinate the relations between the Palestinian Authority and the military government and Civil Administration in the rest of the West Bank.

3. Each Subcommittee may establish ad hoc working groups if and when the need arises.

4. Each Subcommittee shall be comprised of an equal number of representatives from Israel and from the Palestinian Authority and shall convene no less than once every two weeks.

C. General

1. Means of communication shall be set up with a view to ensuring efficient and direct contact 24 hours a day, in order to deal with any urgent matter arising in the civil affairs field.

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2. Each side shall inform the other of its representatives to each committee prior to a meeting. Meetings of the CAC and its subcommittees shall be organized and hosted by the two sides alternately unless otherwise agreed.

3. The provisions detailed above shall not impede daily contacts between representatives of Israel and of the Palestinian Authority in all matters of mutual concern.

Article II

Transfer of Powers and Responsibilities of the Civil Administration

A. 1. The transfer of powers and responsibilities from the Israeli military government and its Civil Administration to the Palestinian Authority shall be coordinated through the CAC and implemented in accordance with the following arrangements in a smooth, peaceful and orderly manner.

2. Preparations for the transfer of such powers and responsibilities shall commence immediately upon the signing of this Agreement, and shall be completed within 21 days.

   a. The Israeli authorities shall provide all necessary assistance to the Palestinian Authority, including access to offices, registers, records, systems and equipment and all necessary information, data and statistics required for the transfer of powers and responsibilities.

   b. Israel shall provide the Palestinian Authority with all the details as described in subparagraph 38 below.

3. On the date fixed for the transfer of powers and responsibilities, Israel shall transfer from the possession of the Israeli military government and its Civil Administration to the Palestinian Authority offices, budgetary allocations, financial funds and accounts, equipment, registers, files, computer programs and other movable property necessary for its functioning.

B. All powers and responsibilities of the Civil Administration shall be transferred to the Palestinian Authority in the Gaza Strip and the Jericho Area, in accordance with the following provisions:

1. **Interior Affairs:**

This sphere includes, **inter alia**, municipal affairs, licensing of newspapers and publications, censorship of films and plays and appointment of Mukhtars. In the Gaza Strip, this sphere shall also include fire fighting and Ottoman Societies.

2. **Fisheries:**

a. This sphere includes, **inter alia**, licensing of fishermen, marine agriculture and vessels' permits.

b. Security restrictions are dealt with in Annex I, Article XI.

3. **Surveying:**

This sphere includes, inter alia, licensing of surveyors and performing surveys in areas falling within the Palestinian Authority's jurisdiction.

4. **Statistics:**

a. The transfer of powers and responsibilities in this sphere includes **inter alia** transfer of research reports and publications prepared by the Department of Statistics.

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b. The application and validity of censuses which may be conducted by the Palestinian Authority shall be subject to the provisions of subparagraph 27.1 below.

c. Methods of cooperation regarding the collection of data on the movement of goods, services and labor between Israel and the Gaza Strip and the Jericho Area is dealt with in Annex IV.

5. **Comptrol**

6. **Civil Administration Employees:**

The Palestinian Authority assures that it shall keep employing the present Palestinian Civil Administration employees in the Gaza Strip and the Jericho Area and shall maintain their rights.

7. **Legal Administration:**

a. This sphere includes, **inter alia**, administration of the Palestinian judiciary system in the Gaza Strip and the Jericho Area, licensing of lawyers, registration of companies and registration of patents and trademarks in these areas.

b. Legal issues regarding commercial and civil jurisdiction, as well as legal assistance, are dealt with in Annex III.

8. **Labor:**

a. Israel and the Palestinian Authority shall establish agreed procedures for mutual recognition of professional certificates and diplomas.

b. Restrictions regarding supervision and licensing of the production and use of explosives and gunpowder shall be in accordance with Annex I, Article VIII, paragraph 8.

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9. **Education:**

Israel and the Palestinian Authority shall ensure that their respective education systems contribute to the peace between Israel and the Palestinian people and peace in the entire region.

10. **Social Welfare:**

This sphere includes, **inter alia**, registration and supervision of charitable societies.

11. **Assessments**

12. **Housing**

13. **Tourism:**

a. This sphere includes, **inter alia**, the licensing of hotels, souvenir shops and travel agents.

b. Tourism policy in general, and coordination between Israel and the Palestinian Authority, are dealt with in Annex IV.

14. **Parks:**

Transfer of powers and responsibilities in this sphere is without prejudice to the provisions applying to religious and archaeological sites.

15. **Religious Affairs:**

a. The Palestinian Authority shall ensure free access to all holy sites in the Gaza Strip and the Jericho Area determined by the respective religious sects and shall protect these sites.

b. The above is without prejudice to the arrangements with regard to archaeological sites as set out in subparagraph 30 below.

c. Visitors to holy sites shall behave according to accepted rules of behavior in holy sites.

d. Religious sects shall inform the Palestinian Authority of their respective holy sites in the Gaza Strip and the Jericho Area. For the purposes of this paragraph, the relevant authority regarding Jewish holy sites shall be the Israeli Government.

e. A list of the existing Jewish holy sites is attached as Appendix A attached to this Annex.

f. Israel declares that no property (including lands, buildings and institutions) belonging to the Islamic Waqf in the Gaza Strip and the Jericho Area was taken by the military government or its Civil Administration, except such property that might have been put to use for public purposes such as schools and public roads.

g. Pending the entry into force of the Interim Agreement the holy site of Nebi Mousa shall be under the auspices of the Palestinian Authority for religious purposes.

h. During religious events that take place three times a year and other special occasions that shall be coordinated with the Israeli authorities, Palestinians shall have the right to religious pilgrimage to the al-Maghtas under the Palestinian flag.

i. Religious affairs in the "Shalom Al Israel" synagogue in Jericho shall be under the auspices of the Israeli authorities.

16. **Employee Pensions:**

a. This sphere includes, **inter alia**, the pension rights of employees of the Civil Administration as well as employees of other bodies who are entitled to pensions from the Civil Administration in the Gaza Strip and the Jericho Area.

b. As part of its powers and responsibilities, the Palestinian Authority shall assume the Civil

Administration's statutory and contractual obligations to Palestinian employees, regarding pensions and their payment.

c. In the Gaza Strip, upon the transfer of powers and responsibilities, the Palestinian Authority shall assume prevailing powers and obligations, according to the existing pension system.

Israel shall transfer to the Palestinian Authority, or to a Pension and Insurance Fund if established, the net income of the Fund (all payments plus interest after deduction of pension payments and running expenses) as accumulated at the Israel Ministry of Finance.

d. In the Jericho Area, the Palestinian Authority shall assume responsibility for payment of a budgetary pension.

e. After the transfer of authorities in this sphere, if Israel is sued by any employee or his/her heirs for any sums due to him/her as a pension, the Palestinian Authority shall reimburse Israel the full amount awarded the employee or his/her heirs by any court or tribunal.

f. Where legal proceedings are brought in respect of such a claim, Israel will notify the Palestinian Authority and enable it to participate in defending the claim.

17. **Commerce and Industry:**

a. This sphere includes, **inter alia**, licensing of crafts and industries, supervision of commodities and services and of weights and measures, and the regulation of commerce.

b. The Palestinian Authority shall make arrangements to ensure safety conditions for the production, use and transportation of fuel and gas.

c. The production and use of weapons, ammunition or explosives are dealt with in Annex I, Article VIII, paragraph 8.

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d. The economic relations between Israel and the Gaza Strip and the Jericho Area, and questions relating to imports to and exports from the Gaza Strip and the Jericho Area, are dealt with in Annex IV.

e. Matters regarding the environment are dealt with in subparagraph 35. below.

18. **Health:**

a. This sphere includes, **inter alia**, the health insurance system.

b. The Palestinian Authority shall apply the present standards of vaccination of Palestinians and shall improve them according to internationally-accepted standards in the field.

c. The Palestinian Authority shall inform Israel of any Israeli hospitalized in a Palestinian hospital as outlined in Annex I, Article II. Arrangements for moving such hospitalized Israelis shall be agreed upon in the CAC.

d. Israel and the Palestinian Authority shall agree on arrangements regarding treatment and hospitalization of Palestinians in Israeli hospitals.

e. Israel and the Palestinian Authority shall exchange information regarding epidemics and contagious diseases and shall develop methods for exchange of medical files and documents.

f. Import of pharmaceuticals to the Gaza Strip and the Jericho Area through Israeli sea ports and airports shall be in accordance with general arrangements concerning imports, as dealt with in Annex IV.

19. **Transportation:**

a. This sphere includes, **inter alia**, licensing of public transportation.

b. In exercising its powers and responsibilities, the Palestinian

Authority shall make appropriate arrangements for the continued operation of existing Israeli public transportation lines to the Settlements.

c. High and appropriate international transportation standards shall be applied in the Gaza Strip and the Jericho Area.

d. Regulations in the transportation sphere shall continuously adapt to improvements in international standards due to the dynamics of technology and environmental considerations. Due consideration shall be given to compatibility between the standards of the Palestinian Authority and of Israel.

e. Regulations in the transportation field, including traffic signalization, shall be applied with a view to assuring the safety of all persons, to contributing to economic growth and to protecting the common environment.

f. Regarding meteorology, there shall be mutual assistance and cooperation between the Israeli and the Palestinian weather forecasting offices.

g. The issue of establishing transport and communication lines to and from the Jericho Area and the Gaza Strip to Israel and the West Bank is dealt with in Appendix B attached to this Annex.

h. The arrangements regarding the transfer of authorities concerning maritime activity and aviation are dealt with in Annex I.

20. **Agriculture:**

a. Israel and the Palestinian Authority shall do their utmost to preserve and improve the veterinary standards.

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b. Israel and the Palestinian Authority shall take all measures to reach equivalent and compatible standards regarding animal disease control, including mass vaccination of animals and avians, quarantines, "stamping out" measures and residue control standards.

c. Mutual arrangements shall be made to prevent the introduction and spread of plant pests and diseases, for their eradication, as well as arrangements concerning residue control standards in plant products.

d. The veterinary and the plant protection authorities of Israel and the Palestinian Authority shall coordinate and regularly exchange information regarding animal diseases, as well as plant pests and diseases, and shall establish a mechanism for immediate notification of the outbreak of such diseases.

e. Economic relations in the agricultural sphere between Israel and the Palestinian Authority, including transfer of agricultural goods, are dealt with in Annex IV.

f. Experts from both sides shall discuss the details of the arrangements regarding veterinary and plant protection within the CAC.

21. **Employment:**

a. Procedures for distributing employment permits to work in Israel and in the Settlements shall be agreed upon between Israel and the Palestinian Authority.

b. Arrangements concerning the rights of employees and workers from the Gaza Strip and the Jericho Area working in Israel are dealt with in Annex IV.

22. **Land Registration:**

All powers and responsibilities regarding land registration will be transferred to the

Palestinian Authority, except the Settlements and the Military Installation Area.

23. **Nature Reserves:**

a. Israel and the Palestinian Authority shall safeguard and preserve nature in general and shall protect species of animals, plants and flowers of special breeds.

b. The Palestinian Authority shall respect the existing status of declared nature reserves and shall safeguard them.

24. **Electricity:**

a. The Palestinian Authority shall continue, as appropriate, to buy electric power from the Jerusalem Electricity Company for the Jericho area.

b. Pending the establishment by the Palestinian Authority of an alternative system for the Gaza Strip, it shall temporarily buy electric power from the Israel Electric Company (IEC), and to that end shall enter into a commercial agreement with the IEC. This Agreement shall relate to the settling of debts; to IEC property; and to the maintenance of lines to Palestinian customers.

c. Without derogating from the powers and responsibilities transferred to the Palestinian Authority above, the Palestinian Authority shall enable the supply of electricity to the Gush Katif settlement area and the Kfar Darom settlement by the IEC, as well as the maintenance by the IEC of the electricity lines to these locations and of the electricity lines crossing the Jericho Area.

The means of supplying electricity and the modalities of maintenance of lines to the Gush Katif settlement area and the Kfar Darom settlement shall be arranged by means of a commercial agreement between the Palestinian Authority and the IEC.

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d. Environmental matters relating to electricity shall be governed by the provisions regarding environmental protection as set forth in subparagraph 35. below.

25. **Public Works:**

a. This sphere includes, **inter alia**, the Housing Department in the Gaza Strip.

b. In principle, maintenance and repairs of the Lateral Roads leading to the Settlements and the Military Installation Area shall be carried out by the Palestinian Authority.

c. Where such maintenance and repairs have not been effected by the Palestinian Authority within a reasonable time, the Palestinian Authority shall request, through the CAC, that Israel effect such maintenance and repairs.

d. The Palestinian Authority shall notify and update Israel through the CAC of any activity which may disturb the regular flow of traffic on roads, including road works, repairs and large-scale construction in close proximity to roads.

26. **Postal Services:**

a. This sphere includes, **inter alia**, the management of post offices and postal delivery in the Gaza Strip and the Jericho Area.

b. The Palestinian Authority may issue postage stamps, postal stationery (hereinafter "stamps") and date stamps, subject to the following provisions:

(1) Stamps shall include only the term "the Palestinian Authority", the face value and the subject.

(2) The face value shall be stated only in the agreed legal currency circulating in the Gaza Strip and the Jericho Area as detailed in Annex IV.

(3) The design, symbols and subjects of stamps, postal stationery and date stamps issued by the Palestinian Authority will be in accordance with the principles outlined in Article XII of the Agreement.

(4) The date stamp shall include only the name of the office responsible for the cancelling of the stamp and the date of that operation.

c. Both sides will coordinate and cooperate in establishing postal rates for international postal services in such a way as to prevent mutual economic harm to each other.

d. The modalities and arrangements for sending and receiving all postal items, including parcels, between the Gaza Strip and the Jericho Area and Israel and the West Bank will be arranged by means of a commercial agreement between the Israel Postal Authority and the Civil Administration respectively on one side, and the Palestinian Authority on the other.

e. The modalities and arrangements for sending and receiving all postal items, including parcels, between the Gaza Strip and the Jericho Area and other countries will be arranged by means of a commercial agreement between the Israel Postal Authority and the Palestinian Authority, further modalities will be discussed in the CAC.

f. The customs principles detailed in Annex IV shall also apply to postal items, including parcels, transmitted to the Gaza Strip and the Jericho Area.

27. **Population Registry and Documentation:**

a. The Palestinian Authority shall receive the existing population registry in the Gaza Strip and the Jericho Area, as well as files pertaining to the residents of these areas.

b. The existing identity card of the present residents of the Gaza Strip and the Jericho Area, as well as of new residents therein, shall be substituted by a new identity card.

c. Possession of the aforementioned identity card and, whenever necessary, of an Israeli entrance permit, shall be required for entry into Israel by residents of the Gaza Strip and the Jericho Area.

d. Safe passage between the Gaza Strip and the Jericho Area of residents of these areas shall require the possession of the aforementioned identity card and any other necessary documents.

e. In order to ensure efficient passage procedures and to avoid discrepancies, the Palestinian Authority shall update Israel on a regular basis, through the CAC, of every change in its registry, with a view to enabling Israel to maintain an updated and current registry.

f. Exit abroad through the passages or through Israeli points of exit by residents of the Gaza Strip and the Jericho Area shall only be possible by means of an agreed passport/travel document.

This title shall be written on the cover in letters of equal size.

g. (1) Persons from countries not having diplomatic relations with Israel who visit the Gaza Strip and Jericho Area shall be required to obtain a special visitor's permit to be issued by the Palestinian Authority and cleared by Israel. Requests for such permits shall be filed by a relative of the visitor residing in the areas, through the Palestinian Authority, or by the Palestinian Authority itself.

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(2) Visitors to the Gaza Strip and the Jericho Area shall be permitted to remain in these areas for a period of up to three months granted by the Palestinian Authority and cleared by Israel.

The Palestinian Authority may extend this three month period for an additional period of up to four months and shall inform Israel about the extension. Any further extensions require the approval of Israel.

h. Persons from countries having diplomatic relations with Israel who visit the Gaza Strip and the Jericho Area shall either be required to obtain the aforementioned visitor's permit or to hold a valid passport and an Israeli visa, when required.

i. Entry into the Gaza Strip or the Jericho Area of non-resident Palestinians who are visitors to these areas shall be handled by the Palestinian Authority in accordance with subparagraphs g. and h. above.

j. The Palestinian Authority shall ensure that visitors referred to above shall not overstay the duration of their entry permit and authorized extensions.

k. Special VIP certificates may be issued as detailed in Annex I.

l. The Palestinian Authority may grant permanent residency in the Gaza Strip and the Jericho Area with the prior approval of Israel.

m. The format of the aforementioned identity card and passport/travel document as well as arrangements of the implementation of the provisions set forth in this Article are detailed in Appendix C attached to this Annex.

28. **Government and Absentee Land and other Immovables:**

a. All powers and responsibilities of the Custodian of Absentee Land and Immovables and powers and responsibilities for governmental land and other immovables in the Gaza Strip and the Jericho Area shall be transferred to the Palestinian Authority in accordance with the following.

b. During the interim period, the transfer of powers and responsibilities of the Custodians of Absentee and Government Property in the Gaza Strip and the Jericho Area, other than those relating to movable property, shall not apply to land and other immovables within the Settlements and the Military Installation Area. The issue shall be dealt with within the permanent status negotiations.

c. The status of land and other immovables which, prior to June 1967, were in the custody of the Jordanian Custodian of Enemy Property in the West Bank or under the management of the Director General appointed in accordance with Order no. 25 of 31.3.50 in the Gaza Strip, shall be dealt with in the permanent status negotiations. Pending those negotiations, the status quo of such land and other immovables shall be maintained.

29. **Telecommunications:**

a. The Electromagnetic Sphere

(1) The frequencies detailed in the telecommunications technical schedule attached to this Annex as Appendix D are assigned for the use of the Palestinian Authority in the Gaza Strip and the Jericho Area, to satisfy its present needs.

(2) Conditions for the use of these frequencies as well as details concerning power, timing, direction, antenna radiation pattern and

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transmission methods, are also formulated in the aforementioned Appendix.

(3) The frequencies shall serve, **inter alia**, a television network and a radio network.

(4) The Palestinian Authority shall ensure that only the above frequencies shall be used and that it shall not disturb or interfere with Israel radio communications activity, and Israel shall ensure that there shall be no disturbance or interference with those frequencies.

(5) The compatibility of the standards of electromagnetic and telecommunications systems and equipment imported or installed for use in the Gaza Strip and the Jericho Area, as well as the standards of operation of such equipment, are as agreed upon and formulated in the attached Appendix D.

(6) The CAC shall establish, as the need arises, a joint committee of technical experts from both sides to discuss and deal with any issue arising out of this Agreement including the fulfillment of future needs of the Palestinian Authority.

b. Telecommunications

(1) Pending the establishment by the Palestinian Authority of an alternative telecommunications system in the Gaza Strip and the Jericho Area, the existing system of telephone and other related communication services including international telecommunications in the Gaza Strip and the Jericho Area shall continue through "Bezeq - the Israel Telecommunications Corp. Ltd." (hereinafter "Bezeq") and to that end, the Palestinian Authority shall enter into a commercial agreement with Bezeq.

(2) Without derogating from the powers and responsibilities of the Palestinian Authority, the Palestinian Authority shall enable the supply of telecommunications services to the Settlements and the Military Installation area by Bezeq, as well as the maintenance by Bezeq of the telecommunications infrastructure serving them or infrastructure crossing the Gaza Strip and the Jericho Area.

30. **Archaeology:**

a. The Palestinian Authority shall protect and guard all archaeological sites in the Gaza Strip and the Jericho Area, respect academic freedom in particular the freedom publishing research work based on excavations and shall take all necessary steps against theft of archaeological artifacts and illegal trade in them.

b. The CAC shall establish a joint committee of experts from both sides to deal with all archaeological issues of common interest. Actions which may affect the sites detailed in Appendix A shall also be referred to this committee for discussion and recommendation.

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The Palestinian Authority shall respect such recommendations.

Disagreements on this matter within the joint committee of experts shall be referred to the CAC to be dealt with in accordance with the provisions of this Agreement.

c. Subject to academic considerations, and in accordance with the law, when the Palestinian Authority grants excavation licenses to archaeologists, researchers and academics interested in excavating in the Gaza Strip and Jericho Area, it shall do so without discrimination.

d. The Palestinian Authority shall ensure free access to archaeological sites.

e. With due consideration to the Palestinian demand that Israel shall return all archaeological artifacts found in the Gaza Strip and Jericho area since 1967, this issue shall be dealt with in the negotiations on the final status.

For this purpose, Israel shall provide a list of archaeological sites for which excavation licenses were granted since 1967, including, where available, a general description of the artifacts found therein, and their location.

31. **Water and Sewage**

a. All water and sewage (hereinafter referred to as "water") systems and resources in the Gaza Strip and the Jericho Area shall be operated, managed and developed (including drilling) by the Palestinian Authority, in a manner that shall prevent any harm to the water resources.

b. As an exception to subparagraph a., the existing water systems supplying water to the Settlements and the Military Installation Area, and the water systems and resources inside them continue to be operated and managed by Mekoroth Water Co.

c All pumping from water resources in the Settlements and the Military Installation Area, shall be in accordance with existing quantities of drinking water and agricultural water.

Without derogating from the powers and responsibilities of the Palestinian Authority, the Palestinian Authority shall not adversely affect these quantities.

Israel shall provide the Palestinian Authority with all data concerning the number of wells in the Settlements and the quantities and quality of the water pumped from each well, on a monthly basis.

d. Without derogating from the powers and responsibilities of the Palestinian Authority, the Palestinian Authority shall enable the supply of water to the Gush Katif settlement area and the Kfar Darom settlement by Mekoroth, as well as the maintenance by Mekoroth of the water systems supplying these locations and of water lines crossing the Jericho Area.

e. The Palestinian Authority shall pay Mekoroth for the cost of water supplied from Israel and for the real expenses incurred in supplying water to the Palestinian Authority.

f. All relations between the Palestinian Authority and Mekoroth shall be dealt with in a commercial agreement.

g. The Palestinian Authority shall take the necessary measures to ensure the protection of all water systems in the Gaza Strip and the Jericho Area.

h. Upon the signing of this Agreement, the two Parties shall establish a subcommittee to deal with all issues of mutual interest including the exchange of all data relevant to the management and operation of the water resources and systems and mutual prevention of harm to water resources.

i. The subcommittee shall agree upon its agenda and upon the procedures and manner of its meetings, and may invite experts or advisers as it sees fit.

32. **Planning and Zoning:**

a. Authorities, powers and responsibilities in this sphere, except in the Settlements and the Military Installation Area, shall be transferred to the Palestinian Authority subject to the following.

b. Planning schemes, bylaws and regulations in effect in the Gaza Strip and the Jericho Area prior to the signing of this Agreement shall remain in force, unless amended or abrogated in accordance with this Agreement.

c. The Palestinian Authority may amend, abrogate or promulgate planning schemes, and issue licenses and exemptions within its jurisdiction, provided that such acts are consistent with the provisions of this Agreement.

d. As part of its procedure, the Palestinian Authority shall publish planning schemes in the form of law. The Palestinian Authority shall provide the CAC with a copy of it.

e. If Israel considers such a plan to be inconsistent with the terms of this Agreement, including Annex I, it may, within thirty (30) days of the receipt by the CAC of such a plan, bring it for consideration by a special subcommittee of the CAC and/or request additional information regarding the plan.

The Palestinian Authority shall respect the recommendations of the subcommittee. Pending the completion of such a consideration process, and due settlement of the matter in accordance with the provisions of this Agreement, the planning procedures shall not be finalized.

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33. **Direct Taxation:**

This sphere includes, **inter alia**, income tax on individuals and corporations, property taxes, municipal taxes and fees, as formulated in Annex IV.

34. **Indirect Taxation:**

This sphere includes, **inter alia**, VAT, purchase taxes on local production and import taxes, as formulated in Annex IV.

35. **Environmental Protection:**

a. Israel and the Palestinian Authority shall act for the protection of the environment and prevention of environmental risks, hazards and nuisances.

b. Israel and the Palestinian Authority shall respectively adopt, apply and ensure compliance with internationally-recognized standards concerning acceptable levels of land, air, water and sea pollution, and acceptable levels of treatment and disposal of solid and liquid wastes; for the use and handling of hazardous substances, including pesticides, insecticides and herbicides, and standards for the prevention and abatement of noise, odor, pests and other nuisances which may affect each side and the Settlements and the Military Installation Area.

c. The Palestinian Authority shall take the appropriate measures to prevent the uncontrolled discharge in the Gaza Strip and the Jericho Area of sewage and effluence to water sources including underground and surface water and rivers, and to promote the proper treatment of sanitary and industrial waste water.

d. In the event that Israel or the Palestinian Authority considers that there might be a threat to its environment, any relevant information concerning the development activity and

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its environmental impact shall be provided by the relevant side.

e. Israel and the Palestinian Authority shall respectively operate an emergency warning system in order to respond to events or accidents which may generate environmental pollution, damage or hazards. A mechanism for mutual notification and coordination in cases of such events or accidents shall be established.

f. Israel and the Palestinian Authority shall cooperate in implementing agreed principles and standards concerning the protection of the Mediterranean Sea, the protection of the ozone layer, the control of movement of hazardous wastes and their disposal, the restriction of trade in endangered species of wild fauna and flora, and the conservation of migratory species of wild animals.

g. Israel and the Palestinian Authority shall establish within the CAC an Environmental Experts Committee for the coordination of environmental issues, to be convened when the need arises.

36. **Gas and Petroleum:**

a. This sphere includes, **inter alia**, distribution, supply, licensing, sales, exploration and production of gas and petroleum in the Gaza Strip and the Jericho Area.

b. In authorizing the construction or operation of gas and petroleum facilities (including gas and petrol stations), a safety distance from the Settlements and the Military Installation Area shall be observed by the Palestinian Authority.

c. The color of all gas cylinders in use in the Gaza Strip and the Jericho Area shall be different than that in use in Israel.

d. Israel and the Palestinian Authority agree to cooperate concerning the exploration and production of oil and gas in cases of joint geological structures

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lying partly in Israel or the West Bank and partly in the Gaza Strip or the Jericho Area.

e. Transfer of gas or fuel products through or to Israel and the West Bank shall be in accordance with Israeli standards concerning safety, security and environmental protection, and in accordance with the arrangements regarding entry into Israel.

f. Policies of pricing, taxation, import and marketing regarding gas and petroleum are dealt with in Annex IV.

37. **Insurance:**

a. This sphere includes, **inter alia**, licensing of insurance companies, insurance agents and supervision of their activity.

b. Arrangements regarding the compulsory insurance of motor vehicles and the compensation of road accident casualties, in view of transportation between the Gaza and the Jericho area, are dealt with in Annex IV.

38. **Treasury:**

a. In view of the need for a smooth transfer of powers and responsibilities, Israel shall provide the Palestinian Authority, through a team of Palestinian auditors, with all the details concerning the Civil Administration budget allocated for the Gaza Strip and the Jericho Area and the revenues, expenses and accounts. It shall also provide details regarding the Civil Administration's existing financial system in the Gaza Strip and the Jericho Area.

b. (1) Israel shall transfer to the Palestinian Authority all the Gaza Strip and the Jericho Area Civil Administration funds and bank accounts as well as movable property.

(2) Israel shall provide the Palestinian Authority with a list of the Civil Administration departments and their immovable offices, storerooms, warehouses, etc.

(3) Where such immovables are situated on private property, including property owned by absentees, Israel shall provide the Palestinian Authority with the contracts between the Civil Administration and the owners of such property.

c. (1) Israel shall bring to an end all the Gaza Strip and the Jericho Area Civil Administration service contracts detailed in Appendix E attached to this Annex.

Upon the transfer of powers and responsibilities, Israel shall provide the Palestinian Authority with copies of confirmations from the contractors declaring that they have no claim or demand concerning these contracts.

(2) Civil Administration development contracts, the duration of which extends beyond the transfer of powers and responsibilities, as detailed in Appendix E, shall be transferred to the Palestinian Authority and shall remain in force.

(3) Civil Administration contracts concerning leasing or renting Waqf, absentee or private property shall be transferred to the Palestinian Authority and shall remain in force.

(4) All contracts entered into by the Custodian of Absentee and Governmental Property for renting and leasing land shall be transferred to the Palestinian Authority, and Israel shall give notice of such to the tenants and lessees. It is understood that following the transfer of such contracts the Palestinian Authority

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shall have full discretion to take any decision regarding these contracts.

d. After the transfer of authorities, powers and responsibilities in this sphere, if Israel is sued with regard to the contracts and obligations referred to in subparagraph c. above, the Palestinian Authority shall reimburse Israel for the full amount awarded by any court or tribunal.

e. Where legal proceedings are brought in respect of such a claim, Israel will notify the Palestinian Authority and enable it to participate in defending the claim.

f. Upon the transfer of powers and responsibilities, the Palestinian Authority shall be solely responsible for any claim regarding its actions pursuant to the transfer.

g. Israel shall provide the Palestinian Authority with copies of the contracts listed in Appendix E in order to enable it to make a decision on new contracts which it may conclude. If such contracts are not written in Arabic, Israel shall provide the Palestinian Authority with a translation into Arabic.

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Annex II

APPENDIX A

1. The Naaran Synagogue (Ein Diuk).
2. The Jewish Cemetery in Tel Sammarat.
3. "Shalom Al Israel" Synagogue in Jericho.
4. The Jewish Synagogue in Gaza city.

Annex II

APPENDIX B

To be added in the future.

Annex II

APPENDIX C

Technical Schedule Regarding Population Registry and Documentation

Note: The following is only part of this Appendix. Other sections of this Appendix shall be added in the future.

1. Passport/travel document format

   a. General specifications

      (1) Languages: Arabic and English.

      (2) External color: green.

      (3) Front cover titles will be Palestinian Authority, Passport/Travel Document (shall be written in letters of equal size).

      (4) Each person, without reference to age, will hold his/her own document.

      (5) The validity of the document shall be up to 3 years.

      (6) The number of pages: not less than 32 pages (to be checked by international standards).

      (7) Perforation of the Passport/Travel Document number shall be in at least half of the pages.

   b. Internal page of external cover

      (1) The same title as external.

      (2) Text: in Arabic and English as follows:

      "This Passport/Travel Document is issued pursuant to the Palestinian Self Government Agreement according to the Oslo Agreement signed in Washington on September 13, 1993."

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(3) The rest of the text: as usual.

(4) Bottom of page: < signature + seal > of the Palestinian Authority.

c. Page number 1

Number of the Passport/Travel Document.

d. Page number 2 - the sticker

(1) Same information as today. Format: to be discussed.

(2) Each name shall be titled for ease of reading (first name, family name, etc.).

e. Page number 3

(1) Address of holder.

(2) Text: "The bearer of this document ... "

f. Visa pages

No comments.

g. Last page (32 or other)

The text of paragraph 1 will be:

"This passport/travel document, as long as it is valid, will enable its bearer on return from abroad, to enter the Gaza Strip and the Jericho Area."

Note: The aforementioned is meant to enable passage through Israeli border control without the need of an entrance visa.

Annex II

APPENDIX D

Technical Schedule: Telecommunications

Pursuant to the telecommunications principles agreed upon on February 23rd, 1994, the following modalities and technical details have been determined by the two sides:

1. General

The Palestinian Authority shall use or reassign within its jurisdiction sections of frequencies covering all its required services within the bands L.F., M.F., H.F., V.H.F. and U.H.F. up to 960 MHz, to satisfy its present and future needs, as specified in the principles referred to above. The growing communication needs of the Palestinian Authority in the spheres of administration, police and civilian sectors in the Gaza Strip and the Jericho Area will be satisfied within a framework of coordination and cooperation.

To that end, the Palestinian Authority shall present its requirements through the Joint Subcommittee of Technical Experts. Frequencies or sections of frequencies in the aforementioned bands will be assigned, or an alternative thereto providing the required service within the same band, or the best possible alternative thereto, acceptable by the Palestinian side and agreed upon by Israel in the Joint Subcommittee of Technical Experts.

2. Technical Details of the Initial Requirements

The following is the first batch of initial requirements of immediate concern coinciding with the entry of the Palestinian Police and establishment of the Palestinian Authority.

Further details and additional requirements will be presented through the Joint Subcommittee of Technical Experts at a later stage.

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a. Wireless:

   (1) DCO - will operate frequencies within a 410 to 430 MHz band.

   (2) PDPF

   (3) Cellular telephones

b. Radio and Television

c. Microwave:

Palestinian requirements for microwave communications above the frequency 1 GHz will be satisfied using the same modality and will adhere to the technical parameters outlined in paragraph B.2 of the above principles of February 23rd, 1994.

Annex II

APPENDIX E

Service Contracts

(Costs in thousands of shekels)

Name of Supplier	Type of Arrangement	Annual Cost
Gertner Gibor	Contract	145
Beersheva Technical College	Contract	50
Adnat Communications	Contract (Rolling Stone)	150
Halwa	Contract	20
Hiram Landau	Contract	870
Telrad	Contract	5900
Beersheva Flour Mill	Contract	270
Isralift	Contract	40
Eurocom	Per service call	70
Yitzhak Shapira	Agreement	20
Hertz Fogel	Contract	34
Mahud	Contract	10
Margolin Ron	Contract	350
Moshe Ravid	Contract	10
Malal Software Industries	Contract	250
Malam Systems	Contract	1700
Magal Infrastructure	Contract	50
Ahskelon Mechanical Laundry	Contract	65
Nachman Nir - Engineer	Contract	40
Simona Bar Sagi	Contract	4
Pioneer Steel	Contract	517
Azata Flowers	Contract	32
Krawitz	Contract	180
R.N. Construction Engineering	Contract	250
Reshef Berder	Contract	3
Shorashim	Contract	33
Shavit Meshulam	Contract	2
Sha'atit	Contract	132
Tadiran	Contract	1200
Tenuva	Contract	80
Tim Computers	Contract	3500
Engineering Concrete Co.	Contract	1100

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Name of Supplier	Type of Arrangement	Annual Cost
Osma Haggan Alhadiri	Tender	750
Osma Bakar Alhazander	Tender	409
Ismail Mussa Asbed	Tender	1750
Agudat Hatzdaka Printers	Tender	260
Keutzer Trading Store	Tender	131
Alzafadi Trading Co.	Tender	480
Hamadi El Salem	Tender	15
Roters Co.	Tender	210
Akila Fuel Co.	Tender	7
Bus Co.	Tender	100
Morad Trading Co.	Tender	36
Beno Razek	Tender	1100
Mahmad Feisal Mahanna	Tender	312
El Sharek Library	Tender	26
Mahmad Rasmi Alkardi	Tender	32
Mahmad Hassin Ishmila	Contract	150
Nazer Ladbai Hamda	Contract	106
Sammi Saleiman Daoud	Contract	206
Salem Abu Dalal	Contract	1700
Aabed Abdalla Alpra	Contract	100
Mahana and Co.	Contract	5600
Jerusalem Medicine Co.	By order	108
Bir Zeir Co.	By order	580
Asmi Ltd.	By order	13
Plastin	By order	45
Eastern Chemical Co.	By order	19
Nables Dinat Nazmi	By order	3

Name of Supplier	Type of Arrangement	Annual Cost
Ackerstein	Reg. Commitments (orders)	42
Agis	" " "	1500
I.T.S.	" " "	40
Abic	" " "	130
CRS Assoc.	" " "	356
Isotope	" " "	17
Ilex	" " "	110
Astro	" " "	300
Ofek Nitzpeh Ramon	" " "	13
I.T.T. Macro	" " "	100
Ampa Ltd.	" " "	88
Ayalon Meromi	" " "	135
Yakobovitch	" " "	500
Elyakim Ben Ari	" " "	1000
Avraham Goldberg	" " "	35
Orda Print	" " "	203
Izodan	" " "	10
I.I.S.	" " "	81
Arka	" " "	1700
Bioferma	" " "	94
Balgar	" " "	11
Baktab Dragnosti	" " "	8
Burei Book Co.	" " "	13
Beeper Communications	" " "	120
Binat Communications	" " "	281
Bell Art Marketing Co.	" " "	78
Gamai Zur	" " "	5
Grafit	" " "	29

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Name of Supplier	Type of Arrangement	Annual Cost
John Bryce	Regular Tenders	332
Guttman Architects	" "	6
Zover Medical Equipment	" "	35
De Greit Equipment	" "	79
Denograf	" "	8
Difries	" "	6
Zerot Pictures	" "	13
Dekel Printers	" "	4
Digital	" "	403
Be'eri Printers	" "	203
Hamashbir	" "	73
Hamadaf	" "	206
Hagal Hahadash	" "	10
Lamesheh Co.	" "	77
Hyper Techni	" "	138
Balmut	" "	20
Electrical Engineering	" "	62
Zameret Curtains	" "	10
Zik Eish	" "	106

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Name of Supplier	Type of Arrangement	Annual Cost
Herut Elevators	Regular Orders	35
Hagim	" "	10
Chaimov	" "	70
Intermid	" "	920
Kartin	" "	460
Hagai	" "	330
Totenauer	" "	25
Teva	" "	50
Total Graphics	" "	10
Techno Realco	" "	470
Yaron Chemicals	" "	18
Yegev Ltd.	" "	33
Isramedcom	" "	45
Yediot Aharonot	" "	5
Yitzhak Benni	" "	504
Ifat Information Center	" "	51
Radet	" "	500
Livnat Ltd.	" "	33
Lahavot	" "	---
Ligad	" "	4
Laragent	" "	---
Logi	" "	14
Maksima	" "	581
Magen David	" "	100
Ma'atak	" "	12
Mad Technika	" "	1280
Chai Laboratories	" "	8
Maf'il	" "	6
Mizauk	" "	13
Pereg Works	" "	670
Mei Eden	" "	56
Suliman Levin	" "	136
Sigma Israel	" "	70
Sadan Safes	" "	16
Seat Carmel	" "	20
Super Pile	" "	13
Einav	" "	9
Alkades Newspaper	" "	65
Fudi Industries	" "	8
Pharma Best	" "	30
Pharmatud	" "	34
Zemel	" "	6
Katzko	" "	170
Rezenfal	" "	23
Rekah	" "	7
Rav Bariah	" "	58
Shmerling	" "	27
Shamrad Electronics	" "	13

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Development Contracts

The Beit Hanun Bridge - constructed by the Public Works Department. The total cost is 1 million NIS.

The Sheikh Radwan School - The constructor is the Public Works Department that has contracts with sub-contractors. The total Cost is 3.750 million NIS.

The Jericho Retirement Retirement Home

The constructor is the Housing Department that has contracts with sub-contractors.

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SIDE LETTER TO THE PROTOCOL ON CIVIL AFFAIRS

1. The Transportation Appendix and the Technical Schedule regarding Registry and Documentation (Appendices B and C to Annex II of the Agreement on the Gaza Strip and the Jericho Area) will be completed within 21 days of the signing of this Agreement, pursuant to arrangements which have been finalized by the respective sub-committees.

2. Upon their completion these Appendices will constitute an integral part of this Agreement.

For the Government of Israel	for the PLO
	Nabil Shaath

May 4, 1994

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ANNEX III

PROTOCOL CONCERNING LEGAL MATTERS

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Annex III

PROTOCOL CONCERNING LEGAL MATTERS

Article I

Criminal Jurisdiction

1. The criminal jurisdiction of the Palestinian Authority covers all offenses committed in the areas under its territorial jurisdiction (hereinafter, for the purposes of this Annex, "the Territory") subject to the provisions of this Article.

2. Israel has sole criminal jurisdiction over the following offenses:

   a. offenses committed in the Settlements and the Military Installation Area subject to the provisions of this Annex; and

   b. offenses committed in the Territory by Israelis.

3. In exercising their criminal jurisdiction, each side shall have the power, **inter alia**, to investigate, arrest, bring to trial and punish offenders.

4. In addition, and without derogating from the territorial jurisdiction of the Palestinian Authority, Israel has the power to arrest and to keep in custody individuals suspected of having committed offenses which fall within Israeli criminal jurisdiction as noted in paragraphs 2 and 7 of this Article, who are present in the Territory, in the following cases:

   a. The individual is an Israeli, in accordance with Article II of this Annex; or

   b. (1) The individual is a non-Israeli suspected of having just committed an offense in a place where Israeli authorities exercise their security functions in accordance with Annex I, and is arrested in the vicinity in which the offense was committed. The arrest shall be with a view to transferring the suspect, together with all evidence, to the Palestinian Police at the earliest opportunity.

(2) In the event that such an individual is suspected of having committed an offense against Israel or Israelis, and there is a need for further legal proceedings with respect to that individual, Israel may retain him or her in custody and the question of the appropriate forum for prosecuting such a suspect shall be dealt with by the Legal Committee on a case-by-case basis.

5. In the case of an offense committed in the Territory by a non-Israeli against Israel or an Israeli, the Palestinian Authority shall take measures to investigate and prosecute the case, and shall report to Israel on the result of the investigation and any legal proceedings.

6. a. Tourists in transit to or from Israel through the Gaza Strip or the Jericho Area, who are present on the Lateral Roads or on the main North-South road crossing the Jericho Area (Route No. 90), may be arrested and questioned only by the Israeli authorities which shall notify the Palestinian Authority. Where the Israeli authorities conclude that an offense under the prevailing law has been committed, and that further legal proceedings in respect of the tourist are required, such proceedings shall be taken by the Palestinian Authority.

b. Where such a tourist present outside these areas is detained or arrested by the Palestinian Authority, it shall notify the Israeli authorities immediately and shall enable them at the earliest opportunity to meet the detainee and to provide any necessary assistance, including consular notification, requested by the detainee.

7. Nothing in this Article shall derogate from Israel's criminal jurisdiction in accordance with its domestic laws over offenses committed outside Israel (including in the Territory) against Israel or an Israeli with due regard to the principle

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that no person can be tried twice for the same offense. The exercise of such jurisdiction shall be subject to the provisions of this Annex and without prejudice to the criminal jurisdiction of the Palestinian Authority.

Article II

Legal Assistance in Criminal Matters

1. General

   a. Israel and the Palestinian Authority shall cooperate and provide each other with legal assistance in criminal matters. Such cooperation shall include the arrangements detailed in this Article.

   b. For the purpose of this Article, "Israeli military forces" may include Israel Police and other Israeli security forces.

   c. Documents served by one Party in the territory under the responsibility of the other, shall be accompanied by a certified translation into the official language of the other Party.

2. Cooperation in Criminal Matters

   a. The Israel Police and the Palestinian Police shall cooperate in the conduct of investigations. Subject to detailed arrangements to be agreed upon, such cooperation shall include the exchange of information, records and fingerprints of criminal suspects, vehicle ownership registration records, etc.

   b. Where an offense is committed in the Territory by an Israeli acting jointly with an individual under Palestinian personal jurisdiction, the Israeli military forces and the Palestinian Police will cooperate in conducting an investigation.

c. The Palestinian authorities shall not arrest or detain Israelis or place them in custody. Israelis can identify themselves by presenting Israeli documentation.

However, where an Israeli commits a crime against a person or property in the Territory the Palestinian Police upon arrival at the scene of the offense shall immediately notify the Israeli authorities through the relevant DCO. Until the arrival of the Israeli military forces the Palestinian Police may, if necessary, detain the suspect in place while ensuring his protection and the protection of all those involved and shall prevent interference with the scene of the offense, collect the necessary evidence and conduct preliminary questioning.

d. Without derogating from the jurisdiction of the Palestinian Authority over property located or transported within the Territory, where the property is being transported or carried by an Israeli, the following procedure shall apply: The Palestinian authorities have the power to take any measures necessary in relation to Israeli vehicles or personal belongings where such vehicle or belongings have been used in commission of a crime and present an immediate danger to public safety or health. When such measures are taken the Palestinian authorities shall immediately notify the Israeli authorities through the relevant DCO, and shall continue to take the necessary measures until their arrival.

3. a. When an Israeli is suspected of committing an offense and is present in the Territory, the Israeli military forces shall be able to arrest, search and detain the suspect as required, in the presence of and with the assistance of the Palestinian Police.

b. When an Israeli commits an offense and is present in the Yellow Areas or on the Lateral Roads and their adjacent sides as defined in Annex I, the Israeli military forces may, without derogating from the territorial jurisdiction of the Palestinian Authority, arrest, search and detain the offender and shall notify the Palestinian Police immediately, provide it with all necessary information, and coordinate wherever possible.

4. When an offense is committed inside a Settlement, and all those involved are Palestinians of the Gaza Strip or the Jericho Area or their visitors, the Israeli military forces shall notify the Palestinian Police immediately and shall hand over the offender and the collected evidence to the Palestinian Police unless the offense is security-related.

5. Restraining Orders

Each side shall execute orders issued by the competent organ of the other side restraining a person under the jurisdiction of that side from travelling abroad.

6. Summons and Questioning of Witnesses

a. Where the statement of a witness who is an Israeli or other person present in Israel is required for a Palestinian investigation, the statement shall be taken by the Israel Police in the presence of a Palestinian Police officer in an Israeli facility at an agreed location.

b. Where the statement of a non-Israeli witness present in the Territory is required for an Israeli investigation, the statement shall be taken by the Palestinian Police in the presence of an Israeli police officer in a Palestinian facility at an agreed location.

c. In exceptional cases, each side may take a statement requested by the other side itself, without the presence of the requesting side.

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7. Transfer of Suspects and Defendants

a. Where a non-Israeli suspected of, charged with or convicted of an offense that falls within Palestinian criminal jurisdiction is present in Israel, the Palestinian Authority may request Israel to arrest and transfer the individual to the Palestinian Authority.

b. Where an individual suspected of, charged with or convicted of an offense that falls within Israeli criminal jurisdiction is present in the Territory, Israel may request the Palestinian Authority to arrest and transfer the individual to Israel.

c. Requests under subparagraphs a. and b. above shall specify the grounds for the request and shall be supported by an arrest warrant issued by a competent court.

d. Where the request is for the transfer of a suspect who is not a Palestinian requested by the Palestinian Authority:

(1) the arrest warrant shall only be issued pursuant to an application made by or on behalf of the Attorney-General, confirming that there is reasonable evidentiary basis that the offense was committed by the suspect;

(2) the offense must be punishable by not less than 7 years' imprisonment under the law of the requesting side.

e. (1) Individuals suspected of offenses punishable by less than 7 years' imprisonment shall be interrogated by the investigating side in a facility of the other side or at an agreed location.

(2) Interrogation shall take place in the presence of a police officer of the other side.

(3) Upon the request of the investigating side the other side may detain the suspect in custody pending and during the questioning.

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(4) Where the presence of the suspect is required for an objective reason such as confronting witnesses and identification of site, the suspect shall be transferred for that purpose only.

f. (1) Both sides, upon receipt of a request in accordance with this Article, shall effect the arrest and transfer requested.

(2) If the individual requested is detained in custody or is serving a prison sentence, the side receiving the request may delay the transfer to the requesting side for the duration of the detention or imprisonment.

g. No person shall be transferred in respect of an offense punishable by capital punishment unless the requesting side undertakes that capital punishment shall not be imposed in the case.

h. (1) Both sides shall take all necessary measures to ensure that the treatment of individuals transferred under this Article complies with the applicable legal arrangements in Israel and in the Territory and with internationally-accepted norms of human rights regarding criminal investigations.

(2) Suspects transferred under this paragraph shall have the right to be assisted during the investigation period by an advocate of their own choice.

i. Each side may, upon the request of the other side, detain, for no more than seven days, an individual in respect of whom a request for arrest and transfer is to be made, pending the submission of such a request.

j. The transfer of foreigners by Israel to the Palestinian Authority under this Article shall be subject to the applicable conventions to which Israel is a party and in coordination with the foreigner's state of origin.

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k. Both sides may agree that an individual convicted in the courts of one side shall serve his sentence in a prison of the other side, subject to arrangements and conditions to be agreed between the sides.

8. Assistance in the Execution of Court Orders for the Purposes of Investigation

a. Israel and the Palestinian Authority shall execute orders issued by each others' courts for the purposes of investigations (e.g., search warrants, orders for the production of documents and seizure orders), subject to the provisions of local law.

b. Where, for the purposes of an investigation, Israel or the Palestinian Authority requires that tests or examinations (such as fingerprinting or blood analysis) be effected in relation to an item situated in territory under the responsibility of the other side, that side shall effect the tests or examinations required and transfer the results to the side conducting the investigation. Where these results are not sufficient for the purposes of the investigation, arrangements shall be made for the transfer of the item to the side conducting the investigation.

9. Legal Assistance in the Conduct of Judicial Proceedings

a. Summons and subpoenas issued by an Israeli court in respect of defendants and witnesses present in the Territory, shall be effected through the Palestinian Authority which shall be responsible for the service of summons, and the execution of subpoenas by the Palestinian Police. Subpoenas issued in respect of an Israeli defendant or witness shall be executed by the Israeli military forces in the presence of and with the assistance of the Palestinian Police.

b. Summons or subpoenas issued by a Palestinian court in respect of defendants and witnesses present in Israel shall be effected through the Israel Police who shall be responsible for the service of summons and the execution of subpoenas.

c. Where the evidence of an Israeli witness is required in connection with proceedings conducted by a Palestinian court, the evidence of the witness shall be taken at a Palestinian court situated at an agreed location close to one of the crossing points, and the witness shall be accompanied by representatives of the Israeli military forces together with the Palestinian Police.

d. Where the evidence of a witness is required in connection with proceedings conducted by a court of one side, such a request will be notified to the authorities of the other side to summon the witness.

Article III

Civil Jurisdiction

1. The Palestinian courts and judicial authorities have jurisdiction in all civil matters, subject to this Agreement.

2. Israelis conducting commercial activity in the Territory are subject to the prevailing civil law in the Territory relating to that activity.

   Nevertheless, any enforcement of judicial and administrative judgments and orders issued against Israelis and their property shall be effected by Israel. Israel undertakes to execute such judgments and orders within a reasonable time.

3. The Palestinian courts and judicial authorities have no jurisdiction over civil actions in which an Israeli is a party, except for the following cases:

   a. the subject matter of the action is an ongoing Israeli business situated in the Territory (the registration of an Israeli company as a foreign company in the Territory being evidence of the fact that it has an ongoing business situated in the Territory);

   b. the subject matter of the action is real property located in the Territory;

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c. the Israeli party is a defendant in the action and has consented to such jurisdiction by notice in writing to the Palestinian court or judicial authority;

d. the Israeli party is a defendant in an action the subject matter of which is a written agreement, and the Israeli party has consented to such jurisdiction by a specific provision in this agreement;

e. the Israeli party is a plaintiff who has filed an action in the Territory. If the defendant in the action is an Israeli, his consent to such jurisdiction in accordance with subparagraphs c. or d. above shall be required; or

f. actions concerning other matters as agreed between the Parties.

4. The jurisdiction of the Palestinian courts and judicial authorities does not cover actions against the State of Israel including its statutory entities, organs and agents.

Article IV

Legal Assistance in Civil Matters

1. Service of Legal Documents

Israel and the Palestinian Authority will be responsible, in the areas under their respective territorial responsibility, for the service of legal documents, including subpoenas, issued by the judicial organs under the responsibility of the other Party.

2. Interim Orders

a. Interim orders (e.g., temporary orders of attachment, the appointment of a receiver, restraining orders) issued by judicial organs under the responsibility of either Party will not have effect in the areas under the territorial responsibility of the other Party.

b. Judicial organs under the responsibility of both Parties will be authorized to issue interim orders which shall apply in the areas under their territorial responsibility, even in cases in which the primary action was filed with the judicial organs under the responsibility of the other Party.

c. The judicial organs of each side may issue orders restraining an individual from travelling abroad when the order relates to a matter being tried by that organ, subject to the relevant provisions of the domestic laws.

3. Taking of evidence

Israel and the Palestinian Authority will make arrangements for taking evidence from witnesses, when necessary, within the areas under their territorial responsibility, when such evidence is sought in connection with proceedings conducted by the judicial organs under the responsibility of the other side.

4. Enforcement of judgements

a. Israel and the Palestinian Authority will enforce judgements rendered by the judicial organs under the responsibility of the other Party, provided that the judicial organ concerned had the jurisdiction to render the judgement and further provided that the enforcement is not contrary to public policy. The execution office under the responsibility of Israel and the Palestinian Authority shall execute such judgements as if rendered by their own judicial organs.

b. In executing any judgement against Israelis the Palestinian execution offices will be authorized to issue orders (e.g., attachments, receivership, eviction) against Israeli property within the Territory.

c. Orders against the freedom of Israelis (e.g., imprisonment orders, restraining orders) shall only be issued by Israeli execution offices.

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d. All orders issued by execution offices against Israelis or Israeli property within the Territory will be executed by the Israel Police with the assistance of the Palestinian Authority, or where the Israel Police notifies the Palestinian Authority that it has no objection, by the Palestinian Police.

ANNEX IV

PROTOCOL ON ECONOMIC RELATIONS

/...

CERTIFICATION OF TRUE COPY

Arab Republic of Egypt **Governorate of Cairo** **Embassy of the United States of America**	*ss.*

I certify that the following copy of the Protocol on Economic Relations signed in Paris on 29 April 1994 and the Appendices thereto is a true and faithful copy of the original, and has been carefully examined by me, compared with the said original, and found to agree with it word for word and figure for figure.

Charles J. Wintheiser
Consul of the United States

May 3, 1994

Seal

PROTOCOL ON ECONOMIC RELATIONS

between

the Government of the State of Israel

and

the P.L.O., representing the Palestinian people

PREAMBLE

The two parties view the economic domain as one of the cornerstone in their mutual relations with a view to enhance their interest in the achievement of a just, lasting and comprehensive peace. Both parties shall cooperate in this field in order to establish a sound economic base for these relations, which will be governed in various economic spheres by the principles of mutual respect of each other's economic interests, reciprocity, equity and fairness

This protocol lays the groundwork for strengthening the economic base of the Palestinian side and for exercising its right of economic decision making in accordance with its own development plan and priorities. The two parties recognise each other's economic ties with other markets and the need to create a better economic environment for their peoples and individuals

Article 1

FRAMEWORK AND SCOPE OF THIS PROTOCOL

1. This protocol establishes the contractual agreement that will govern the economic relations between the two sides and will cover the West Bank and the Gaza Strip during the interim period. The implementation will be according to the stages envisaged in the Declaration of Principles on Interim Self Government Arrangements signed in Washington D.C. on September 13, 1993 and the Agreed Minutes thereto. It will therefore begin in the Gaza Strip and the Jericho Area and at a later stage will also apply to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.

2. This Protocol, including its Appendixes, will be incorporated into the Agreement on the Gaza Strip and the Jericho Area (in this Protocol - the Agreement), will be an integral part thereof and interpreted accordingly. This paragraph refers solely to the Gaza Strip and the Jericho Area.

3. This Protocol will come into force upon the signing of the Agreement.

4. For the purpose of this Protocol, the term "Areas" means the areas under the jurisdiction of the Palestinian Authority, according to the provisions of the Agreement regarding territorial jurisdiction.
   The Palestinian jurisdiction in the subsequent agreements could cover areas, spheres or functions according to the Interim Agreement. Therefore, for the purpose of this Protocol, whenever applied, the term "Areas" shall be interpreted to mean functions and spheres also, as the case may be, with the necessary adjustments.

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Article II

THE JOINT ECONOMIC COMMITTEE

1. Both parties will establish a Palestinian-Israeli Joint Economic Committee (hereinafter- the JEC) to follow up the implementation of this Protocol and to decide on problems related to it that may arise from time to time. Each side may request the review of any issue related to this Agreement by the JEC.

2. The JEC will serve as the continuing committee for economic co-operation envisaged in Annex III of the Declaration of Principles.

3. The JEC will consist of an equal number of members from each side and may establish sub-committees as it deems necessary, in addition to the sub-committees specified in this Protocol.
A sub-committee may include experts as necessary.

4. The JEC and its sub-committees shall reach their decisions by agreement and shall determine their rules of procedure and operation, including the frequency and place or places of their meetings.

Article III

IMPORT TAXES AND IMPORT POLICY

1 The import and customs policies of both sides will be according to the principles and arrangements detailed in this Article

2 a The Palestinian Authority will have all powers and responsibilities in the sphere of import and customs policy and procedures with regard to the following

(1) Goods on List A1, attached hereto as Appendix I, locally-produced in Jordan and in Egypt particularly and in the other Arab countries, which the Palestinians will be able to import in quantities agreed upon by the two sides up to the Palestinian market needs as estimated according to para 3 below

(2) Goods on List A2, attached hereto as Appendix II, from the Arab, Islamic and other countries, which the Palestinians will be able to import in quantities agreed upon by the two sides up to the Palestinian market needs as estimated according to para 3 below

b The import policy of the Palestinian Authority for Lists A1 and A2 will include independently determining and changing from time to time the rates of customs, purchase tax, levies, excises and other charges, the regulation of licensing requirements and procedures and of standard requirements The valuation for custom purposes will be based upon the GATT 1994 agreement as of the date it will be introduced in Israel, and until then - on the Brussels Definition of Valuation (BDV) system The classification of goods will be based on the principles of "the Harmonized Commodity Description and Coding System" Concerning imports referred to in Article VII of this Protocol (Agriculture), the provisions of that Article will apply

3 For the purposes of para 2(a) above, the Palestinian market needs for 1994 will be estimated by a sub-committee of experts These estimates will be based on the best available data regarding past consumption, production, investment and external trade of the Areas The sub-committee will submit its estimate within three months from the signing of the Agreement These estimates will be reviewed and updated every six months by the sub-committee, on the basis of the best data available regarding the latest period for which relevant data are available, taking into consideration all relevant economic and social indicators
Pending an agreement on the Palestinian market needs, the previous period's estimates adjusted for population growth and rise in per-capita GNP in the previous period, will serve as provisional estimates

4. The Palestinian Authority will have all powers and responsibilities to independently determine and change from time to time the rates of customs, purchase taxes, levies, excises and other charges on the goods on List B, attached hereto as Appendix III, of basic food items and other goods for the Palestinian economic development program, imported by the Palestinians to the Areas.

5. a. With respect to all goods not specified in Lists A1, A2 and B, and with respect to quantities exceeding those determined in accordance with paras 2(a) & 3 above (hereinafter - the Quantities), the Israeli rates of customs, purchase tax, levies, excises and other charges, prevailing at the date of signing of the Agreement, as changed from time to time, shall serve as the minimum basis for the Palestinian Authority. The Palestinian Authority may decide on any upward changes in the rates on these goods and exceeding quantities when imported by the Palestinians to the Areas.

   b. With respect to all goods not specified in Lists A1 and A2, and with respect to quantities exceeding the Quantities, Israel and the Palestinian Authority will employ for all imports the same system of importation, as stipulated in para 10 below, including inter alia standards, licensing, country of origin, valuation for customs purposes etc.

6. Each side will notify the other side immediately of changes made in rates and in other matters of import policy, regulations and procedures, determined by it within its respective powers and responsibilities as detailed in this Article. With regard to changes which do not require immediate application upon decision, there will be a process of advance notifications and mutual consultations which will take into consideration all aspects and economic implications.

7. The Palestinian Authority will levy VAT at one rate on both locally produced goods and services and on imports by the Palestinians (whether covered by the three Lists mentioned above or not), and may fix it at the level of 15% to 16%.

8. Goods imported from Jordan, Egypt and other Arab countries according to para 2(a)(1) above (List A1) will comply with rules of origin agreed upon by a joint sub-committee within three months of the date of the signing of the Agreement. Pending an agreement, goods will be considered to have been "locally produced" in any of those countries if they conform with all the following:

   a. (i) They have been wholly grown, produced, or manufactured in that country, or have been substantially transformed there into new or different goods, having a new name, character, or use, distinct from the goods or materials from which they were so transformed;

      (ii) They have been imported directly from the said country;

      (iii) The value or the costs of the materials produced in that country, plus the direct processing costs in it, do not fall short of 30 percent of the export value of the goods. This rate may be reviewed by the joint committee mentioned in para 16 a year after the signing of the Agreement.

(iv) The goods are accompanied by an internationally recognized certificate of origin;

(v) No goods will be deemed as substantially new or different goods, and no material will be eligible for inclusion as domestic content, by virtue of having merely undergone simple combining or packaging, or dilution with water or other substances, which do not materially alter the characteristics of the said goods.

9. Each side will issue import licences to its own importers, subject to the principles of this Article and will be responsible for the implementation of the licensing requirements and procedures prevailing at the time of the issuance of the licenses.
Mutual arrangements will be made for the exchange of information relevant to licensing matters.

10. Except for the goods on Lists A1 and A2 and their Quantities - in which the Palestinian Authority has all powers and responsibilities, both sides will maintain the same import policy (except for rates of import taxes and other charges for goods in List B) and regulations including classification, valuation and other customs procedures, which are based on the principles governing international codes, and the same policies of import licensing and of standards for imported goods, all as applied by Israel with respect to its importation. Israel may from time to time introduce changes in any of the above, provided that changes in standard requirements will not constitute a non-tariff- barrier and will be based on considerations of health, safety and the protection of the environment in conformity with Article 2.2. of the Agreement on Technical Barriers to trade of the Final Act of the Uruguay Round of Trade Negotiations.
Israel will give the Palestinian Authority prior notice of any such changes, and the provisions of para 6 above will apply.

11. a. The Palestinian Authority will determine its own rates of customs and purchase tax on motor vehicles imported as such, to be registered with the Palestinian Authority.
The vehicle standards will be those applied at the date of the signing of the Agreement as changed according to para 10 above.
However, the Palestinian Authority may request, through the sub-committee on transportation, that in special cases different standards will apply.
Used motor vehicles will be imported only if they are passenger cars or dual-purpose passenger cars of a model of no more than three years prior to the importation year. The sub-committee on transportation will determine the procedures for testing and confirming that such used cars comply with the standards' requirements for that model year.
The issue of importing commercial vehicles of a model prior to the importation year will be discussed in the joint sub-committee mentioned in para 16 below.

b. Each side may determine the terms and conditions for the transfer of motor vehicles registered in the other side to the ownership or use of a resident of its own side, including the payment of the difference of import taxes, if any, and the vehicle having been tested and found compatible with the standards required at that time by its own registration administration, and may prohibit transfer of vehicles.

12. a. Jordanian standards, as specified in the attached Appendix I, will be acceptable in importing petróleum products into the Areas, once they meet the average of the standards existing in the European Union countries, or the USA standards, which parameters have been set at the values prescribed for the geographical conditions of Israel, the Gaza Strip and the West Bank.

Cases of petroleum products which do not meet these specifications will be referred to a joint experts' committee for a suitable solution. The committee may mutually decide to accept different standards for the importation of gasoline which meet the Jordanian standards even though, in some of their parameters, they do not meet the European Community or USA standards. The committee will give its decision within six months.

Pending the committee's decision, and for not longer than six months of the signing of the Agreement, the Palestinian Authority may import to the Areas, gasoline for the Palestinian market in the Areas, according to the needs of this market, provided that:

(1) this gasoline is marked in a distinctive colour to differentiate it from the gasoline marketed in Israel ; and

(2) the Palestinian Authority will take all the necessary steps to ensure that this gasoline is not marketed in Israel.

b. The difference in the final price of gasoline to consumers in Israel and to consumers in the Areas, will not exceed 15% of the official final consumer price in Israel. The Palestinian Authority has the right to determine the prices of petroleum products, other than gasoline, for consumption in the Areas .

c. If Egyptian gasoline standards will comply with the conditions of sub-para (a) above, the importation of Egyptian gasoline will also be allowed.

13. In addition to the points of exit and entry designated according to the Article regarding Passages in Annex I of the Agreement for the purpose of export and import of goods, the Palestinian side has the right to use all points of exit and entry in Israel designated for that purpose. The import and export of the Palestinians through the points of exit and entry in Israel will be given equal trade and economic treatment.

14. In the entry points of the Jordan River and the Gaza Strip:

a. Freight shipment

The Palestinian Authority will have full responsibility and powers in the Palestinian customs points (freight-area) for the implementation of the agreed upon customs and importation policy as specified in this protocol, including the inspection and the collection of taxes and other charges, when due.

Israeli customs officials will be present and will receive from the Palestinian customs officials a copy of the necessary relevant documents related to the specific shipment and will be entitled to ask for inspection in their presence of both goods and tax collection.

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The Palestinian customs officials will be responsible for the handling of the customs procedure including the inspection and collection of due taxes

In case of disagreement on the clearance of any shipment according to this Article, the shipment will be delayed for inspection for a maximum period of 48 hours during which a joint sub-committee will resolve the issue on the basis of the relevant provisions of this Article. The shipment will be released only upon the sub-committee's decision.

b. Passengers customs lane

Each side will administer its own passengers customs procedures, including inspection and tax collection. The inspection and collection of taxes due in the Palestinian customs lane will be conducted by customs officials of the Palestinian Authority.

Israeli customs officials will be invisibly present in the Palestinian customs lane and entitled to request inspection of goods and collection of taxes when due. In the case of suspicion, the inspection will be carried out by the Palestinian official in a separate room in the presence of the Israeli customs official

15. The clearance of revenues from all import taxes and levies, between Israel and the Palestinian Authority, will be based on the principle of the place of final destination. In addition, these tax revenues will be allocated to the Palestinian Authority even if the importation was carried out by Israeli importers when the final destination explicitly stated in the import documentation is a corporation registered by the Palestinian Authority and conducting business activity in the Areas. This revenue clearance will be effected within six working days from the day of collection of the said taxes and levies.

16. The Joint Economic Committee or a sub-committee established by it for the purposes of this Article will deal inter alia with the following:

(1) Palestinian proposals for addition of items to Lists A1, A2 and B. Proposals for changes in rates and in import procedures, classification, standards and licensing requirements for all other imports;

(2) Estimate the Palestinian market needs, as mentioned in para 3 above;

(3) Receive notifications of changes and conduct consultations, as mentioned in para 6 above;

(4) Agree upon the rules of origin as mentioned in para 8 above, and review their implementation;

(5) Co-ordinate the exchange of information relevant to licensing matters as mentioned in para 9 above.

(6) Discuss and review any other matters concerning the implementation of this Article and resolve problems arising therefrom

17. The Palestinian Authority will have the right to exempt the Palestinian returnees who will be granted permanent residency in the Areas from import taxes on personal belongings including house appliances and passenger cars as long as they are for personal use.

18. The Palestinian Authority will develop its system for temporary entry of needed machines and vehicles used for the Palestinian Authority and the Palestinian economic development plan.

Concerning other machines and equipment, not included in Lists A1, A2 and B, the temporary entry will be part of the import policy as agreed in para 10 above, until the joint sub-committee mentioned in para 16 decides upon a new system proposed by the Palestinian Authority. The temporary entry will be co-ordinated through the joint sub-committee.

19. Donations in kind to the Palestinian Authority will be exempted from customs and other import taxes if destined and used for defined development projects or non-commercial humanitarian purposes.

The Palestinian Authority will be responsible exclusively for planning and management of the donors' assistance to the Palestinian people. The Joint Economic Committee will discuss issues pertaining to the relations between the provisions in this Article and the implementation of the principles in the above paragraph.

Article IV

MONETARY AND FINANCIAL ISSUES

1. The Palestinian Authority will establish a Monetary Authority (PMA) in the Areas. The PMA will have the powers and responsibilities for the regulation and implementation of the monetary policies within the functions described in this Article.

2. The PMA will act as the Palestinian Authority's official economic and financial advisor.

3. The PMA will act as the Palestinian Authority's and the public sector entities' sole financial agent, locally and internationally.

4. The foreign currency reserves (including gold) of the Palestinian Authority and all Palestinian public sector entities will be deposited solely with the PMA and managed by it.

5. The PMA will act as the lender of last resort for the banking system in the Areas.

6. The PMA will authorize foreign exchange dealers in the Areas and will exercise control (regulation and supervision) over foreign exchange transactions within the Areas and with the rest of the world.

7. a. The PMA will have a banking supervision department that will be responsible for the proper functioning, stability, solvency and liquidity of the banks operating in the Areas.

   b. The banking supervision department will predicate its supervision on the international principles and standards reflected in international conventions and especially on the principles of the "Basle Committee".

   c. The supervision department will be charged with the general supervision of every such bank, including:
      - The regulation of all kinds of banking activities, including their foreign activities ;
      - The licensing of banks formed locally and of branches, subsidiaries, joint ventures and representative offices of foreign banks and the approval of controlling shareholders ;
      - The supervision and inspection of banks.

8. The PMA will relicense each of the five branches of the Israeli banks operating at present in the Gaza Strip and the West Bank, as soon as its location or the authorities regarding it come under the jurisdiction of the Palestinian Authority. These branches will be required to comply with the general rules and regulations of the PMA concerning foreign banks, based on the "Basle Concordat". Para 10 d, e, and f below will apply to these branches.

/...

9. a. Any other Israeli bank wishing to open a branch or a subsidiary in the Areas will apply for a license to the PMA and will be treated equally to other foreign banks, provided that the same will apply to the Palestinian banks wishing to open a branch or a subsidiary in Israel.

b. Granting of a license by both authorities will be subject to the following arrangements based on the "Basle Concordat" valid on the date of signing of the Agreement and to the host authority's prevailing general rules and regulations concerning opening of branches and subsidiaries of foreign banks.

In this para 10 "host authority" and "home authority" apply only to the Bank of Israel (BOI) and the PMA.

c. A bank wishing to open a branch or establish a subsidiary will apply to the host authority, having first obtained the approval of its home authority. The host authority will notify the home authority of the terms of the license, and will give its final approval unless the home authority objects.

d. The home authority will be responsible for the consolidated and comprehensive supervision of banks, inclusive of branches and subsidiaries in the area under the jurisdiction of the host authority. However, the distribution of supervision responsibilities between the home and the host authorities concerning subsidiaries will be according to the "Basle Concordat".

e. The host authority will regularly examine the activities of branches and subsidiaries in the area under its jurisdiction. The home authority will have the right to conduct on site examinations in the branches and subsidiaries in the host area. However, the supervision responsibilities of the home authority concerning subsidiaries will be according to the "Basle Concordat".
Accordingly, each authority will transfer to the other authority copies of its examination reports and any information relevant to the solvency, stability and soundness of the banks, their branches and subsidiaries.

f. The BOI and the PMA will establish a mechanism for co-operation and for the exchange of information on issues of mutual interest.

10.a. The New Israeli Sheqel (NIS) will be one of the circulating currencies in the Areas and will legally serve there as means of payment for all purposes including official transactions. Any circulating currency, including the NIS, will be accepted by the Palestinian Authority and by all its institutions, local authorities and banks, when offered as a means of payment for any transaction.

b. Both sides will continue to discuss, through the JEC, the possibility of introducing mutually agreed Palestinian currency or temporary alternative currency arrangements for the Palestinian Authority.

11.a. The liquidity requirements on all deposits in banks operating in the Areas will be determined and announced by the PMA.

/...

b. Banks in the Areas will accept NIS deposits. The liquidity requirements on the various kinds of NIS deposits (or deposit linked to the NIS) in banks operating in the Areas will not be less than 4% to 8%, according to the type of deposits. Changes of over 1% in the liquidity requirements on NIS deposits (or deposits linked to the NIS) in Israel will call for corresponding changes in the above mentioned rates.

c. The supervision and inspection of the implementation of all liquidity requirements will be carried out by the PMA.

d. The reserves and the liquid assets required according to this paragraph will be deposited at the PMA according to rules and regulations determined by it. Penalties for non compliance with the liquidity requirements will be determined by the PMA.

12. The PMA will regulate and administer a discount window system and the supply of temporary finance for banks operating in the Areas.

13. a. The PMA will establish or license a clearing house in order to clear money orders between the banks operating in the Areas, and with other clearing houses.

b. The clearing of money orders and transactions between banks operating in the Areas and banks operating in Israel will be done between the Israeli and the Palestinian clearing houses on same working day basis, according to agreed arrangements.

14. Both sides will allow correspondential relations between each others' banks.

15. The PMA will have the right to convert at the BOI excess NIS received from banks operating in the Areas into foreign currency, in which the BOI trades in the domestic inter-bank market, up to the amounts determined per period, according to the arrangements detailed in para 16 below.

16. a. The excess amount of NIS, due to balance of payments flows, that the PMA will have the right to convert into foreign currency, will be equal to:

(1) Estimates of all Israeli "imports" of goods and services from the Areas, valued at market prices (inclusive of taxes), which were paid for in NIS, less:
   (i) the taxes collected by the Palestinian Authority on all Israeli "imports" from the Areas and rebated to Israel in NIS, and
   (ii) the taxes collected by Israel on all Israeli "imports" from the Areas and included in their market value, and not rebated to the Palestinian Authority,

minus

(2) Estimates of all Israeli "exports" of goods and services to the Areas, valued at market prices (inclusive of taxes), which were paid for in NIS, less:
   (i) the taxes collected by Israel on such "exports" and rebated to the Palestinian Authority, and
   (ii) the taxes collected by the Palestinian Authority on such "exports" and included in their market value, and not rebated to Israel ;

plus

(3) The accumulated net amounts of foreign currency converted previously into NIS by the PMA, as recorded in the BOI Dealing Room.

b. The said flows and amounts will be calculated as of the date of the signing of the Agreement.

Notes to para 16:

(i) The estimates of the said "exports and imports" of goods and services will include inter alia labor services, NIS expenditure of tourists and Israelis in the Areas and NIS expenditure of Palestinians of the Areas in Israel.

(ii) Taxes and pension contributions on "imports" of labor services, paid to the "importing" side and rebated to the "exporting" one, will not be included in the estimates of the sums to be converted, as the "exports'" earnings of labor services are recorded in the statistics inclusive of them, although they do not accrue to the individuals supplying them.

17. The PMA and the BOI will meet annually to discuss and determine the annual amount of convertible NIS during the following calendar year and will meet semi-annually to adjust the said amount. The amounts determined annually and adjusted semi-annually will be based on data and estimates regarding the past and on forecasts for the following period, according to the formula mentioned in para 16. The first meeting will be as soon as possible within three months after the date of the signing of the Agreement.

18. a. The exchange of foreign currency for NIS and vice-versa by the PMA will be carried out through the BOI Dealing Room, at the market exchange rates.

b. The BOI will not be obliged to convert in any single month more than 1/5 of the semi-annual amount, as mentioned in para 17.

19. There will be no ceiling on the annual foreign currency conversions by the PMA into NIS. However, in order to avoid undesirable fluctuations in the foreign exchange market, monthly ceilings of such conversions will be agreed upon in the annual and semi-annual meetings referred to in para 17.

20. Banks in the Areas will convert NIS into other circulating currencies and vice-versa.

21. The Palestinian Authority will have the authorities, powers and responsibilities regarding the regulation and supervision of capital activities in the Areas, including the licensing of capital market institutions, finance companies and investment funds.

Article V

DIRECT TAXATION

1. Israel and the Palestinian Authority will each determine and regulate independently its own tax policy in matters of direct taxation, including income tax on individuals and corporations, property taxes, municipal taxes and fees.

2. Each tax administration will have the right to levy the direct taxes generated by economic activities within its area.

3. Each tax administration may impose additional taxes on residents within its area on (individuals and corporations) who conduct economic activities in the other side's area.

4. Israel will transfer to the Palestinian Authority a sum equal to:

    a. 75% of the income taxes collected from Palestinians from the Gaza Strip and the Jericho Area employed in Israel.

    b. The full amount of income taxes collected from Palestinians from the Gaza Strip and Jericho Area employed in the settlements.

5. The two sides will agree on a set of procedures that will address all issues concerning double taxation.

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Article VI

INDIRECT TAXES ON LOCAL PRODUCTION

1. The Israel and the Palestinian tax administrations will levy and collect VAT and purchase taxes on local production, as well as any other indirect taxes, in their respective areas.

2. The purchase tax rates within the jurisdiction of each tax administration will be identical as regards locally produced and imported goods.

3. The present Israeli VAT rate is 17%. The Palestinian VAT rate will be 15% to 16%.

4. The Palestinian Authority will decide on the maximum annual turnover for businesses under its jurisdiction to be exempt from VAT, within an upper limit of 12,000 US $.

5. The VAT on purchases by businesses registered for VAT purposes will accrue to the tax administration with which the respective business is registered.

   Businesses will register for VAT purposes with the tax administration of the side of their residence, or on the side of their ongoing operation.

   There will be clearance of VAT revenues between the Israeli and Palestinian VAT administrations on the following conditions:

   a. The VAT clearance will apply to VAT on transactions between businesses registered with the VAT administration of the side in which they reside.

   b. The following procedures will apply to clearance of VAT revenues accruing from transactions by businesses registered for VAT purposes:

      (1) To be acceptable for clearance purposes, special invoices, clearly marked for this purpose, will be used for transactions between businesses registered with the different sides.

      (2) The invoices will be worded either in both Hebrew and Arabic or in English and will be filled out in any of these three languages, provided that the figures are written in "Arabic" (not Hindi) numerals.

      (3) For the purpose of tax rebates, such invoices will be valid for six months from their date of issue.

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(4) Representatives of the two sides will meet once a month, on the 20th day of the month, to present each other with a list of invoices submitted to them for tax rebate, for VAT clearance. This list will include the following details regarding each invoice :
   (a) The number of the registered business issuing it ;
   (b) The name of the registered business issuing it ;
   (c) The number of the invoice ;
   (d) The date of issue ;
   (e) The amount of the invoice ;
   (f) The name of the recipient of the invoice.

(5) The clearance claims will be settled within 6 days from the meeting, through a payment by the side with the net balance of claims against it, to the other side.

(6) Each side will provide the other side, upon demand, with invoices for verification purposes. Each tax adminsitration will be responsible for providing invoices for verification purposes for 6 months after receiving them.

(7) Each side will take the necessary measure to verify the authenticity of the invoices presented to it for clearance by the other side.

(8) Claims for VAT clearance which will not be found valid will be deducted from the next clearance payment.

(9) Once an inter-connected computer system for tax rebates to businesses and for VAT clearance between the two sides is operational, it will replace the clearance procedures specified in sub-paras (4) - (8).

(10) The two tax administrations will exchange lists of the businesses registered with them and will provide each other with the necessary documentation, if required, for the verification of transactions.

(11) The two sides will establish a sub-committee which will deal with the implementation arrangements regarding the clearance of VAT revenues set above.

6. VAT paid by not-for-profit Palestinian organizations and institutions, registered by the Palestinian Authority, on transactions in Israel, will accrue to the Palestinian tax administration. The clearance system set out in para 5 will apply to these organizations and institutions.

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Article VII

LABOR

1. Both sides will attempt to maintain the normality of movement of labor between them, subject to each side's right to determine from time to time the extent and conditions of the labor movement into its area. If the normal movement is suspended temporarily by either side, it will give the other side immediate notification, and the other side may request that the matter be discussed in the Joint Economic Committee.

   The placement and employment of workers from one side in the area of the other side will be through the employment service of the other side and in accordance with the other sides' legislation. The Palestinian side has the right to regulate the employment of Palestinian labor in Israel through the Palestinian employment service, and the Israeli Employment Service will cooperate and coordinate in this regard.

2. a. Palestinians employed in Israel will be insured in the Israeli social insurance system according to the National Insurance Law for employment injuries that occur in Israel, bankruptcy of employers and maternity leave allowance.

   b. The National Insurance fees deducted from the wages for maternity insurance will be reduced according to the reduced scope of maternity insurance, and the equalization deductions transferred to the Palestinian Authority, if levied, will be increased accordingly.

   c. Implementation procedures relating thereto will be agreed upon between the Israeli National Insurance Institute and the Palestinian Authority or the appropriate Palestinian social insurance institution.

3. a. Israel will transfer to the Palestinian Authority, on a monthly basis, the equalization deductions as defined by Israeli legislation, if imposed and to the extent levied by Israel. The sums so transferred will be used for social benefits and health services, decided upon by the Palestinian Authority, for Palestinians employed in Israel and for their families.

   The equalization deductions to be so transferred will be those collected after the date of the signing of the Agreement from wages of Palestinians employed in Israel and from their employers.

   These sums will not include :

   (1) Payments for health services in places of employment.

   (2) 2/3 of the actual administrative costs in handling the matters related to the Palestinians employed in Israel by the Payments Section of the Israeli Employment Service.

4. Israel will transfer, on a monthly basis, to a relevant pension insurance institution to be established by the Palestinian Authority, pension insurance deductions collected after the establishment of the above institution and the completion of the documents mentioned in para 6.

   These deductions will be collected from wages of Palestinians employed in Israel and their employers, according to the relevant rates set out in the applicable Israeli collective agreements. 2/3 of the actual administrative costs in handling these deductions by the Israeli Employment Service will be deducted from the sums transferred. The sums so transferred will be used for providing pension insurance for these workers.
   Israel will continue to be liable for pension rights of the Palestinian employees in Israel, to the extent accumulated by Israel before the entry into force of this para 4.

5. Upon the receipt of the deductions, the Palestinian Authority and its relevant social institutions will assume full responsibility in accordance with the Palestinian legislation and arrangements, for pension rights and other social benefits of Palestinians employed in Israel, that accrue from the transferred deductions related to these rights and benefits. Consequently, Israel and its relevant social institutions and the Israeli employers will be released from, and will not be held liable for any obligations and responsibilities concerning personal claims, rights and benefits arising from these transferred deductions, or from the provisions of paras 2-4 above.

6. Prior to the said transfers, the Palestinian Authority or its relevant institutions, as the case may be, will provide Israel with the documents required to give legal effect to their aforesaid obligations, including mutually agreed implementation procedures of the principles agreed upon in paras 3-5 above.

7. The above arrangements concerning equalization deductions and/or pension deductions may be reviewed and changed by Israel if an authorized court in Israel will determine that the deductions or any part thereof must be paid to individuals, or used for individual social benefits or insurance in Israel, or that it is otherwise unlawful. In such a case the liability of the Palestinian side will not exceed the actual transferred deductions related to the case.

8. Israel will respect any agreement reached between the Palestinian Authority, or an organization or trade-union representing the Palestinians employed in Israel, and a representative organization of employees or employers in Israel, concerning contributions to such organization according to any collective agreement.

9. a. The Palestinian Authority may integrate the existing health insurance scheme for Palestinians employed in Israel and their families in its health insurance services. As long as this scheme continues, whether integrated or separately, Israel will deduct from their wages the health insurance fees ("health stamp") and will transfer them to the Palestinian Authority for this purpose.

   b. The Palestinian Authority may integrate the existing health insurance scheme for Palestinians who were employed in Israel and are receiving pension payments through the Israeli Employment Service, in its health insurance services. As long as this scheme continues, whether integrated or separately, Israel will deduct the necessary sum of health insurance fees ("health stamp") from the equalization payments and will transfer them to the Palestinian Authority for this purpose.

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10. The JEC will meet upon the request of either side and review the implementation of this Article and other issues concerning labor, social insurance and social rights.

11. Other deductions not mentioned above, if any, will be jointly reviewed by the JEC. Any agreement between the two sides concerning these deductions will be in addition to the above provisions.

12. Palestinians employed in Israel will have the right to bring disputes arising out of employee - employer relationships and other issues before the Israeli Labor Courts, within these courts' jurisdiction.

13. This Article governs the future labor relations between the two sides and will not impair any labor rights prior to the date of signing of the Agreement.

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Article VIII

AGRICULTURE

1. There will be free movement of agricultural produce, free of customs and import taxes between the two sides, subject to the following exceptions and arrangements.

2. The official veterinary and plant protection services of each side will be responsible, within the limits of their respective jurisdiction, for controlling animal health, animal products, and plants and parts thereof, as well as their importation and exportation.

3. The relations between the official veterinary and plant protection services of both sides will be based on mutuality in accordance with the following principles, which will be applied in all the areas under their respective jurisdiction:

   a. Israel and the Palestinian Authority will do their utmost to preserve and improve the veterinary standards.

   b. Israel and the Palestinian Authority will take all measures to reach equivalent and compatible standards regarding animal disease control, including mass vaccination of animals and avians, quarantines, "stamping out" measures and residue control standards.

   c. Mutual arrangements will be made to prevent the introduction and spread of plant pests and diseases, for their eradication and concerning residue control standards in plant products.

   d. The official veterinary and plant protection services of Israel and the Palestinian Authority will co-ordinate and regularly exchange information regarding animal diseases, as well as plant pests and diseases, and will establish a mechanism for immediate notification of the outbreak of such diseases.

4. Trade between the two sides in animals, animal products and biological products will be in keeping with the principles and definitions set out in the current edition of the OIE International Animal Health Code as updated from time to time (hereinafter I.A.H.C.).

5. Transit of livestock, animal products and biological products from one side through the area under the jurisdiction of the other side, should be conducted in a manner aimed at the prevention of diseases spreading to or from the consignment during its movement. For such a transit to be permitted, it is a prerequisite that the veterinary conditions agree upon by both sides will be met in regard to importation of animals, their products and biological products from external markets. Therefore the parties agree to the following arrangements.

6. The official veterinary services of each side have the authority to issue veterinary import permits for import of animals, animal products and biological products to the areas under its jurisdiction. In order to prevent the introduction of animal diseases from third parties, the following procedures will be adopted:

   a. The import permits will strictly follow the professional veterinary conditions for similar imports to Israel as prevailing at the time of their issuance. The permits will specify the country of origin and the required conditions to be included in the official veterinary certificates which should be issued by the veterinary authorities in the countries of origin and which should accompany each consignment.

      Each side may propose a change in these conditions. The change will come into force 10 days after notice to the other side, unless the other side requested that the matter be brought before the Veterinary Sub-Committee specified in para 14 (hereinafter - VSC). If it is more stringent than the prevailing conditions - it will come into force 20 days after the request, unless both sides decide otherwise through the VSC, and if more lenient - it will come into force only if agreed upon by both sides through the VSC.
      However, if the change is urgent and needed for the protection of animal and public health, it will come into force immediately after notice by the other side and will remain in force unless and until both sides agree otherwise through the VSC.

   b. The official veterinary certificates will include the provisions regarding OIE Lists A & B Diseases as specified in the I.A.H.C. When the I.A.H.C. allows alternative requirements regarding the same disease, the most stringent one will be adopted unless otherwise agreed upon by the VSC.

   c. When infectious diseases which are not included in Lists A & B of the I.A.H.C. exist or are suspected, on scientific grounds, to exist in the exporting country, the necessary veterinary import conditions that will be required and included in the official veterinary certificates, will be discussed in the VSC, and in the case of different professional opinions, the most stringent ones will be adopted.

   d. The import of live vaccines will be permitted only if so decided by the VSC.

   e. Both sides will exchange, through the VSC, information pertaining to import licensing, including the evaluation of the disease situation and zoosanitary capability of exporting countries, which will be based upon official information as well as upon other available data.

   f. Consignments which do not conform with the above mentioned requirements will not be permitted to enter the areas under the jurisdiction of either side.

7. Transportation of livestock and poultry and of animal products and biological products between areas under the jurisdiction of one side through areas under the jurisdiction of the other side, will be subject to the following technical rules:

   a. The transportation will be by vehicles which will be sealed with a seal of the official veterinary services of the place of origin and marked with a visible sign "Animal Transportation" or "Products of Animal Origin" in Arabic and Hebrew, in coloured and clearly visible letters on white background ,

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b. Each consignment will be accompanied by a veterinary certificate issued by the official veterinary services of the place of origin, certifying that the animals or their products were examined and are free of infectious diseases and originate from a place which is not under quarantine or under animal movement restrictions.

8. Transportation of livestock and poultry, animal products and biological products destined for Israel from the Areas and vice versa will be subject to veterinary permits issued by the official veterinary services of the recipient side, in keeping with the OIE standards used in international traffic in this field. Each such consignment will be transported by a suitable and marked vehicle, accompanied by a veterinary certificate in the form agreed upon between the official veterinary services of both sides. Such certificates will be issued only if permits of the recipient side are presented.

9. In order to prevent the introduction of plant pests and diseases to the region, the following procedures will be adopted :

a. The transportation between the Areas and Israel, of plants and parts thereof (including fruits and vegetables), the control of pesticide residues in them and the transportation of plant propagation material and of animal feed, may be inspected without delay or damage by the plant protection services of the recipient side.

b. The transportation between the Areas through Israel of plants and parts thereof (including fruits and vegetables) as well as of pesticides, may be required to pass a phytosanitary inspection without delay or damage.

c. The official Palestinian plant protection services have the authority to issue permits for the import of plants and parts thereof as well as of pesticides from external markets. The permits will be based on the prevailing standards and requirements.

The permits will specify the required conditions to be included in the official Phytosanitary Certificates (hence P.C.) based upon the standards and the requirements of the International Plant Protection Convention (I.P.P.C.)and those of the European and Mediterranean Plant Protection Organization (E.P.P.O.) which should accompany each consignment.
The P.C.'s will be issued by the plant protection services in the countries of origin. Dubious or controversial cases will be brought before the sub-committee on plant protection.

10. The agricultural produce of both sides will have free and unrestricted access to each others' markets, with the temporary exception of sales from one side to the other side of the following items only: poultry, eggs, potatoes, cucumbers, tomatoes and melons. The temporary restrictions on these items will be gradually removed on an increasing scale until they are finally eliminated by 1998, as listed below:

Year	Poultry (In tons)	Eggs (In millions)	Potatoes (In tons)	Cucumbers (In tons)	Tomatoes (In tons)	Melons (In tons)
1994	5,000	30	10,000	10,000	13,000	10,000
1995	6,000	40	13,000	13,000	16,000	13,000
1996	7,000	50	15,000	15,000	19,000	15,000
1997	8,000	60	17,000	17,000	22,000	17,000
1998	unlimited	unlimited	unlimited	unlimited	unlimited	unlimited

Note: The above figures refer to the combined quantities marketed from the West Bank and Gaza Strip to Israel and vice-versa. The Palestinian Authority will notify Israel the apportioning of these quantities between these areas concerning the quantities pertaining to the Palestinian produce.

11. The Palestinians will have the right to export their agricultural produce to external markets without restrictions, on the basis of certificates of origin issued by the Palestinian Authority.

12. Without prejudice to obligations arising out of existing international agreements, the two sides will refrain from importing agricultural products from third parties which may adversely affect the interests of each other's farmers.

13. Each side will take the necessary measures in the area under its jurisdiction to prevent damage which may be caused by its agriculture to the environment of the other side.

14. The two sides will establish sub-committees of their respective official veterinary and plant protection services, which will update the information and review issues, policies and procedures in these fields. Any changes in the provisions of this Article will be agreed upon by both sides.

15. The two sides will establish a sub-committee of experts in the dairy sector in order to exchange information, discuss and co-ordinate their production in this sector so as to protect the interests of both sides. In principle, each side will produce according to its domestic consumption.

Article IX

INDUSTRY

1. There will be free movement of industrial goods free of any restrictions including customs and import taxes between the two sides, subject to each side's legislation.

2. a. The Palestinian side has the right to employ various methods in encouraging and promoting the development of the Palestinian industry by way of providing grants, loans, research and development assistance and direct-tax benefits. The Palestinian side has also the right to employ other methods of encouraging industry resorted to in Israel.

   b. Both sides will exchange information about the methods employed by them in the encouragement of their respective industries.

   c. Indirect tax rebates or benefits and other subsidies to sales shall not be allowed in trade between the two sides.

3. Each side will do its best to avoid damage to the industry of the other side and will take into consideration the concerns of the other side in its industrial policy.

4. Both sides will cooperate in the prevention of deceptive practices, trade in goods which may endanger health, safety and the environment and in goods of expired validity.

5. Each side will take the necessary measures in the area under its jurisdiction to prevent damage which may be caused by its industry to the environment of the other side.

6. The Palestinians will have the right to export their industrial produce to external markets without restrictions, on the basis of certificates of origin issued by the Palestinian Authority.

7. The JEC will meet and review issues pertaining to this Article.

Article X

TOURISM

1. The Palestinian Authority will establish a Palestinian Tourism Authority which will exercise, inter alia, the following powers in the Areas.

    a. Regulating, licensing, classifying and supervising tourist services, sites and industries.

    b. Promoting foreign and domestic tourism and developing the Palestinian tourist resources and sites.

    c. Supervising the marketing, promotion and information activities related to foreign and domestic tourism.

2. Each side shall, under its respective jurisdiction, protect, guard and ensure the maintenance and good upkeep of historical, archaeological, cultural and religious sites and all other tourist sites, to fit their status as well as their purpose as a destination for visitors.

3. Each side will determine reasonable visiting hours and days for all tourist sites in order to facilitate visits at a wide variety of days and hours, taking into consideration religious and national holidays. Each side shall publicize such opening times. Meaningful changes in the opening times will take into consideration tourist programs already committed to.

4. Tourist buses or any other form of tourist transport authorized by either side, and operated by companies registered and licensed by it, will be allowed to enter and proceed on their tour within the area under the jurisdiction of the other side, provided that such buses or other vehicles conform with the international standards, which have also been adopted today. All such vehicles will be clearly marked as tourist vehicles.

5. Each side will protect the environment and the ecology around the tourist sites under its jurisdiction. In view of the importance of beaches and maritime activities for tourism, each side will do its best efforts to ensure that development and construction on the Mediterranean coast, and especially at ports (such as Ashqelon or Gaza) will be planned and carried out in a manner that will not adversely affect the ecology, environment or the functions of the coastline and beaches of the other side.

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6. Tourism companies and agencies licensed by either side shall enjoy equal access to tourism - related facilities and amenities in border points of exit and entry according to the regulations of the authority operating them.

7.a. Each side will license, according to its own rules and regulations, travel agents, tour companies, tour guides and other tourism businesses (hereinafter 0 tourism entities) within its jurisdiction.

b. Tourism entities authorized by either side, will be allowed to conduct tours that include the area under the jurisdiction of the other side, provided that their authorization as well as their operation will be in accordance with rules, professional requirements and standards agreed upon by both sides in the sub-committee mentioned in para 9.

Pending that agreement, existing tourism entities in the Areas which are currently allowed to conduct tours that include Israel, will be allowed to continue to do so, and Israeli authorized tourism entities will continue to be allowed to conduct tours that include the Areas.

In addition, any tourism entity of one side that the tourism authorities of the other side will certify as fulfilling all its rules, professional requirements and standards, will be allowed to conduct tours that include the other side.

8. Each side will make its own arrangements for compensation of tourists for bodily injury and property damages caused by political violence in the areas under its respective jurisdiction.

9. The JEC or a tourism sub-committee established by it shall meet upon the request of either side in order to discuss the implementation of the provisions of this Article and resolve problems that may arise.
The sub-committee will also discuss and consider tourist issues of benefit to both sides, and will promote educational programs for tourism entities of both sides in order to further their professional standards and their ethics. Complaints of one side against the behaviour of tourism entities of the other side will be channelled through the committee.

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Article XI

INSURANCE ISSUES

1. The authorities, powers and responsibilities in the insurance sphere in the Areas, including inter alia the licensing of insurers, insurance agents and the supervision of their activities, will be transferred to the Palestinian Authority.

2. a. The Palestinian Authority will maintain a compulsory absolute liability system for road accident victims with a ceiling on the amount of compensation based upon the following principles:

   (1) Absolute liability for death or bodily injury to road accident victims, it being immaterial whether or not there was fault on the part of the driver and whether or not there was fault or contributory fault on the part of others, each driver being responsible for persons travelling in his vehicle and for pedestrians hit by his vehicle.

   (2) Compulsory insurance for all motor vehicles, covering death or bodily injury to all road accident victims, including drivers.

   (3) No cause of action in tort for death or bodily injury resulting from road accidents.

   (4) The maintenance of a statutory fund (hereinafter - the Fund) for compensation of road accident victims who are unable to claim compensation from an insurer for the following reasons:
      (i) the driver liable for compensation is unknown,
      (ii) the driver is not insured or his insurance does not cover the liability involved, or
      (iii) the insurer is unable to meet his liabilities.

   b. Terms in this Article will have the same meaning as in the legislation prevailing at the date of signing of the Agreement concerning compulsory motor vehicle insurance and compensation of road accident victims.

   c. Any change by either side in the rules and regulations regarding the implementation of the above mentioned principles will require prior notice to the other side. A change which might substantially affect the other side will require prior notice of at least three months.

3. a. Upon the signing of the Agreement the Palestinian Authority will establish a Fund for the Areas (hereinafter - the Palestinian Fund) for the purposes detailed in para 2(a)(4) above and for the purposes detailed below. The Palestinian Fund will assume the responsibilities of the statutory Road Accident Victims Compensation Fund in the West Bank and the Gaza Strip (hereinafter - the Existing Fund) regarding the Areas, according to the prevailing law at that time.
Accordingly, the Existing Fund will cease to be responsible for any liability regarding accidents occurring in the Areas from the date of signing of the Agreement.

b. The Existing Fund will transfer to the Palestinian Fund, after the assumption of the above mentioned responsibilities by it, the premiums paid to the Existing Fund by the insurers for vehicles registered in the Areas, pro-rata to the unexpired period of each insurance policy.

4. a. Compulsory motor vehicle insurance policies issued by insurers licensed by either side will be valid in the territories of both sides. Accordingly, a vehicle registered in one side covered by such a policy will not be required to have an additional insurance coverage for travel in the areas under the other side's jurisdiction.
These insurance policies will cover all the liabilities according to the legislation of the place of the accident.

b. In order to cover part of the liabilities which may incur due to road accidents in Israel by uninsured vehicles registered in the Palestinian Authority, the Palestinian Fund will transfer to the Israeli Fund, on a monthly basis, for each insured vehicle, an amount equal to 30% of the amount paid to the Israeli Fund by an insurer registered in Israel, for the same type of vehicle, for the same period of insurance (which will not be less than 90 days).

5. In cases where a victim of a road accident wishes to claim compensation from an insurer registered by the other side or from the Fund of the other side or in cases where a driver or an owner of a car is sued by a victim, by an insurer or by the Fund of the other side, he may nominate the Fund of his side as his proxy for this purpose.
The Fund so nominated may address any relevant party from the other side directly or through the other sides' Fund.

6. In the case of a road accident in which neither the registration number of the vehicle nor the identity of the driver are known, the Fund of the side which has jurisdiction over the place of the accident will compensate the victim, according to its own legislation.

7. The Fund of each side will be responsible towards the victims of the other side for any liability of the insurers of its side regarding the compulsory insurance and will guarantee their liabilities.

8. Each side will guarantee its Fund's liabilities according to this Article.

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9. The two sides will negotiate within three months from the date of the signing of the Agreement a cut-off agreement between the Existing Fund and the Palestinian Fund concerning accidents which occurred in the Areas prior to the date of the signing of the Agreement, whether claims have been reported or not.
The cut-off agreement will not include compensation for Israeli victims involved in accidents which occurred in the Areas prior to the date of the signing of the Agreement.

10. a. The two sides will establish immediately upon the signing of the Agreement, a sub-committee of experts (hereinafter - the Sub-Committee) which will deal with issues regarding the implementation of this Article, including:

(1) Procedures concerning the handling of claims of victims of the one side from insurers or from the Fund of the other side,

(2) Procedures concerning the transfer of the amounts between the Funds of both sides as mentioned in para 4(b) above,

(3) The details of the cut-off agreement between the Existing Fund and the Palestinian Fund, as set out in para 9 above,

(4) Any other relevant issue raised by either side.

b. The Sub-Committee will act as a continuous committee for issues regarding this Article.

c. The two sides will exchange, through the Sub-Committee, the relevant information regarding the implementation of this Article, including police reports, medical information, relevant statistics, premiums, etc.
The two sides will provide each other with any other assistance required in this regard.

11. Each side may require the re-examination of the arrangements set out in this Article a year after the date of the signing of the Agreement.

12. Insurers from both sides may apply for a license to the relevant authorities of the other side, according to the rules and regulations regarding foreign insurers in the latter side. The two sides agree not to discriminate against such applicants.

Done in Paris, this twenty ninth day of April, 1994

For the Government of Israel **For the P.L.O.**

LIST A1[1]

(according to ArticleIII, para 2.a.(1))

TARIFF ITEM *	DESCRIPTION
17.01	Cane or beet sugar and chemically pure sucrose, in solid form -
1100/9	Cane sugar
1200/7	Beet sugar
9100/1	Other, containing added flavouring or colouring matter
9990/5	Other
10.06	Rice
1000/5	Rice in the husk (paddy or rough)
2000/4	Husked (brown) rice
3000/3	Semi-milled or wholly milled rice, whether or not polished or glazed
4000/2	Broken rice
07.13	Dried leguminous vegetables, shelled, whether or not skinned or split
3000	Beans (Vigna spp., Phaseolus spp)
3100/3	Beans of the species Vigna mungo (L) Hepper or Vigna radiata (L.) Wilczek
3200/1	Small red (Adzuki) beans (Phaseolus or Vigna angularis)
3300/9	Kidney beans, including white pea beans (Phaseolus vulgaris)
3900/6	Other
4000/4	Lentils
07.13.5000/3	Broad beans and horse beans
52.01/9	Cotton, not carded or combed
10.05.9000/9	Maize (corn)
ex04.06.9000/0	Dried yoghurt
01.04.1000/9	Live sheep
25.05.1000/5	Silica sands and quartz sands
10.02/5	Rye
10.03/3	Barley

* Items marked JE may be imported only from Jordan and Egypt

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[1] Lists A1 and A2 and attached schedules and List B and appendix I are circulated in the language of submission only.

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LIST A1 (cont.)

TARIFF ITEM *	DESCRIPTION
76.01	Unwrought aluminium -
1000/7	Aluminium, not alloyed
2000/6	Aluminium alloys
76.02/6	Aluminium waste and scrap
76.03	Aluminium powders and flakes -
1000/3	Powders of non-lamellar structure
2000/2	Powders of lamellar structure; flakes
18.01/0	Cocoa beans, whole or broken, raw or roasted.
25.23	Cement
JE 1090/9	Cement clinker, not white
JE 2900	Portland cement, not white
	Bars and rods of iron or non-alloy steel:
JE 72.13.1000/1	Containing indentations, ribs, grooves or other deformations produced during the rolling process
JE 72.14.2000/8	Containing indentations, ribs, grooves or other deformations produced during the rolling process
JE 31.03	Mineral or chemical fertilisers, phosphatic
1000/8	Superphosphates
2000/7	Basic slag
9000/0	Other
JE 31.04	Mineral or chemical fertilisers, potassic
1000/6	Carnallite, sylvite and other crude natural potassium salts
2000/5	Potassium chloride
3000	Potassium suphate
9010	Magnesium suphate
9090/9	Other
JE 31.05.6000/8	Mineral or chemical fertilisers containing the two fertilising elements phosphorus and potassium
15.13.2000	Palm kernel oil or babassu oil babassu oil and their fractions
2110/6	Crude edible oil
2911/7	Hardened or solidified edible oil
2921/6	Other edible oil

* Items marked JE may be imported only from Jordan and Egypt

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LIST A1 (cont.)

TARIFF ITEM *	DESCRIPTION
JE 57.02.1000/5	Carpets and other textile floor coverings, woven, not tufted or flocked, whether or not made up, of the type of "kelem" "Schumacks", "karamanie" and similar hand-woven rugs-
JE 84.22.1100/5	Dish washing machines of the household type
JE 84.51.4091/2	Washing machines of the household type
JE 73.21.8131/8	Gas and fuel heating stoves
JE 73.21.8210/0	Liquid fuel heating stoves
85.16.2000	Electric space heating apparatus and electric soil heating apparatus
JE 2190/4	Storage heating radiators, non industrial
JE 2990/4	Other heating apparatus, having a capacity of less than 5000 watts
JE 85.16.6090/2	Electric ovens, cookers, cooking plates, plates, boiling rings, grillers of the household type
JE 73.21.1111/7	Gas and fuels cooking appliances of the household type
JE 85.28.1000	Colour television receivers
JE 85.28.2000	Black and white or other monochrome
JE 84.15. 1090/2 8190/3	Air conditioners of the household type
JE 84.18. 1020 2000 3010/2 4010/1	Refrigerators and freezers of the household type

PRODUCTS TO BE DISCUSSED BY THE JOINT SUB-COMMITTEE

Milk powder
Animal feedstuff
Sanitary installation
Glass sheets
Alluminium profiles

(*) Items marked JE may be imported only from Jordan and Egypt

With reference to ~~Annex IV~~, Article III, para 3 of the Protocol ~~Agreement~~, the Palestinians will be able to import the above goods to the Areas during the three months after the signing of the Agreement according to quantities detailed in the attached schedule.

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LIST A2

(according to ArticleIII, para 2.a.(2))

TARIFF ITEM	DESCRIPTION
17.01	Cane or beet sugar and chemically pure sucrose, in solid form
1100/9	Cane sugar
1200/7	Beet sugar
9100/1	Other, containing added flavouring or colouring matter
9990/5	Other
10.06	Rice
1000/5	Rice in the husk (paddy or rough)
2000/4	Husked (brown) rice
3000/3	Semi-milled or wholly milled rice, whether or not polished or glazed
4000/2	Broken rice
07.13	Dried leguminous vegetables, shelled, whether or not skinned or split
3000	Beans (Vigna spp., Phaseolus spp)
3100/3	Beans of the species Vigna mungo (L) Hepper or Vigna radiata (L.) Wilczek
3200/1	Small red (Adzuki) beans (Phaseolus or Vigna angularis)
3300/9	Kidney beans, including white pea beans (Phaseolus vulgaris)
3900/6	Other
4000/4	Lentils
07.13.5000/3	Broad beans and horse beans
52.01/9	Cotton, not carded or combed
10.01	Wheat and meslin
11.01/5	Wheat and meslin flour
10.05.9000/9	Maize (corn)

LIST A2 (cont.)

TARIFF ITEM	DESCRIPTION
01.04.1000/9	Live sheep
25.05.1000/5	Silica sands and quartz sands
10.02/5	Rye
10.03/3	Barley
09.01.1000	Coffee, not roasted
1120/4	Not decaffeinated, not ground
1220/2	Decaffeinated, not ground
09.02.	Tea, in packages exceeding 3 kg.
2000/5	
4000/3	
18.01/0	Cocoa beans, whole or broken, raw or roasted.
15.13.2000	Palm kernel oil or babassu oil babassu oil and their fractions
2110/6	Crude edible oil
2911/7	Hardened or solidified edible oil
2921/6	Other edible oil
02.01	Meat of bovine animals, fresh or chilled
02.02	Meat of bovine animals, frozen
12.07.4000/6	Sesame seeds

With reference to Annex IV, Article II, para 3 of the Agreement, the Palestinians will be able to import the above goods to the Areas during the three months after the signing of the Agreement according to quantities detailed in the attached schedule.

SCHEDULE
Attached to
LIST A1
(according to ArticleIII, para 2.a.(1))

TARIFF ITEM *	DESCRIPTION	QUANTITIES (TONS) Annual	3 Months
17.01	Cane or beet sugar and chemically pure sucrose, in solid form -	25,000	6,300
1100/9	Cane sugar		
1200/7	Beet sugar		
9100/1	Other, containing added flavouring or colouring matter		
9990/5	Other		
10.06	Rice	20,000	5,000
1000/5	Rice in the husk (paddy or rough)		
2000/4	Husked (brown) rice		
3000/3	Semi-milled or wholly milled rice, whether or not polished or glazed		
4000/2	Broken rice		
07.13	Dried leguminous vegetables, shelled, whether or not skinned or split	2,000	500
3000	Beans (Vigna spp., Phaseolus spp)		
3100/3	Beans of the species Vigna mungo (L) Hepper or Vigna radiata (L.) Wilczek		
3200/1	Small red (Adzuki) beans (Phaseolus or Vigna angularis)		
3300/9	Kidney beans, including white pea beans (Phaseolus vulgaris)		
3900/6	Other		
4000/4	Lentils		
07.13.5000/3	Broad beans and horse beans	4,500	1,100
52.01/9	Cotton, not carded or combed	(a)	(a)
10.05.9000/9	Maize (corn)	1,200	300
ex04.06.9000/0	Dried yoghurt	500	125
01.04.1000/9	Live sheep	(b) 5,000 hds	3000 hds
25.05.1000/5	Silica sands and quartz sands	(a)	(a)
10.02/5	Rye	(a)	(a)
10.03/3	Barley	36,000	9,000

* Items marked JE may be imported only from Jordan and Egypt

LIST A1 (cont.)

TARIFF ITEM *	DESCRIPTION		QUANTITIES (TONS)	
			Annual	3 Months
76.01	Unwrought aluminium -	)		
1000/7	Aluminium, not alloyed	)		
2000/6	Aluminium alloys	)		
76.02/6	Aluminium waste and scrap	)	4,000	1,000
76.03	Aluminium powders and flakes -	)		
1000/3	Powders of non-lamellar structure	)		
2000/2	Powders of lamellar structure; flakes	)		
18.01/0	Cocoa beans, whole or broken, raw or roasted.		(a)	(a)
25.23	Cement	(c)	150,000	50,000
JE 1090/9	Cement clinker, not white			
JE 2900	Portland cement, not white			
	Bars and rods of iron or non-alloy steel:	(c)	24,000	8,000
JE 72.13.1000/1	Containing indentations, ribs, grooves or other deformations produced during the rolling process			
JE 72.14.2000/8	Containing indentations, ribs, grooves or other deformations produced during the rolling process			
JE 31.03	Mineral or chemical fertilisers, phosphatic	)		
1000/8	Superphosphates	)		
2000/7	Basic slag	)		
9000/0	Other	)		
JE 31.04	Mineral or chemical fertilisers, potassic	)		
1000/6	Carnallite, sylvite and other crude natural potassium salts	)(c)	6,000	2,000
2000/5	Potassium chioride	)		
3000	Potassium suphate	)		
9010	Magnesium suphate	)		
9090/9	Other	)		
JE 31.05.6000/8	Mineral or chemical fertilisers containing the two fertilising elements phosphorus and potassium	)		
15.13.2000	Palm kernel oil or babassu oil babassu oil and their fractions		5,600	1,400
2110/6	Crude edible oil			
2911/7	Hardened or solidified edible oil			
2921/6	Other edible oil			

* Items marked JE may be imported only from Jordan and Egypt

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LIST A1 (cont.)

TARIFF ITEM *	DESCRIPTION	QUANTITIES (TONS) Annual	 3 Months
JE 57.02.1000/5	Carpets and other textile floor coverings, woven, not tufted or flocked, whether or not made up, of the type of "kelem" "Schumacks", "karamanie" and similar hand-woven rugs-	(b)	(b)
		UNITS (d)	
JE 84.22.1100/5	Dish washing machines of the household type	3,000	750
JE 84.51.4091/2	Washing machines of the household type		
JE 73.21.8131/8	Gas and fuel heating stoves	2,000	750
JE 73.21.8210/0	Liquid fuel heating stoves		
85.16.2000	Electric space heating apparatus and electric soil heating apparatus		
JE 2190/4	Storage heating radiators, non industrial		
JE 2990/4	Other heating apparatus, having a capacity of less than 5000 watts		
JE 85.16.6090/2	Electric ovens, cookers, cooking plates, plates, boiling rings, grillers of the household type	2,000	500
JE 73.21.1111/7	Gas and fuels cooking appliances of the household type		
JE 85.28.1000	Colour television receivers	3,000	750
JE 85.28.2000	Black and white or other monochrome		
JE 84.15. 1090/2 8190/3	Air conditioners of the household type	1,000	250
JE 84.18. 1020 2000 3010/2 4010/1	Refrigerators and freezers of the household type	1,000	250

(*) Items marked JE may be imported only from Jordan and Egypt

(a) Quantities will be approved according to Palestinian proved needs.

(b) To be discussed by the Joint Sub-Committee

(c) 50% of estimated market need.

(d) Agreed absolute numbers.

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SCHEDULE
Attached to
LIST A2
(according to Article III, para 2.a.(2))

TARIFF ITEM	DESCRIPTION	QUANTITIES (Tons)	
		Annual	3 Months
17.01	Cane or beet sugar and chemically pure sucrose, in solid form -	25,000	6,300
1100/9	Cane sugar		
1200/7	Beet sugar		
9100/1	Other, containing added flavouring or colouring matter		
9990/5	Other		
10.06	Rice	20,000	5,000
1000/5	Rice in the husk (paddy or rough)		
2000/4	Husked (brown) rice		
3000/3	Semi-milled or wholly milled rice, whether or not polished or glazed		
4000/2	Broken rice		
07.13	Dried leguminous vegetables, shelled, whether or not skinned or split	2,000	500
3000	Beans (Vigna spp., Phaseolus spp)		
3100/3	Beans of the species Vigna mungo (L) Hepper or Vigna radiata.(L.) Wilczek		
3200/1	Small red (Adzuki) beans (Phaseolus or Vigna angularis)		
3300/9	Kidney beans, including white pea beans (Phaseolus vulgaris)		
3900/6	Other		
4000/4	Lentils		
07.13.5000/3	Broad beans and horse beans	4,500	1,100
52.01/9	Cotton, not carded or combed	(a)	(a)
10.01	Wheat and meslin	(c)	(c)
11.01/5	Wheat and meslin flour	(c)	(c)
10.05.9000/9	Maize (corn)	1,200	300
ex04.06.9000/0	Dried yoghurt	500	125

LIST A2 (cont.)

TARIFF ITEM	DESCRIPTION		QUANTITIES (Tons)	
			Annual	3 Months
01.04.1000/9	Live sheep	(b)	5,000 hds	3,000 hds
25.05.1000/5	Silica sands and quartz sands		(a)	(a)
10.02/5	Rye		(a)	(a)
10.03/3	Barley		36,000	9,000
09.01.1000	Coffee, not roasted		2,200	550
1120/4	Not decaffeinated, not ground			
1220/2	Decaffeinated, not ground			
09.02. 2000/5 4000/3	Tea, in packages exceeding 3 kg.		400	100
18.01/0	Cocoa beans, whole or broken, raw or roasted.		(a)	(a)
15.13.2000	Palm kernel oil or babassu oil babassu oil and their fractions		5,600	1,500
2110/6	Crude edible oil			
2911/7	Hardened or solidified edible oil			
2921/6	Other edible oil			
02.01	Meat of bovine animals, fresh or chilled	)	5,000	1,500
02.02	Meat of bovine animals, frozen	)		
12.07.4000/6	Sesame seeds		2,000	1,000

(a) Quantity will be approved according to Palestinian proved needs.

(b) To be discussed by the Joint Sub-Committee

(c) To be raised with the United States and subsequently discussed by the Joint Sub-Committee

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LIST 3

(according to ArticleIII, para 4)

Heading Number	Product
1. Equipment for building and sand work	
84.29	Bulldozers
1000	Bulldozers and angledozers:
1100/0	Track laying
1900/3	Other
2000/1	Graders and levellers
3000/0	Scrapers
4000/9	Tamping machines and road rollers:
5000	Mechanical shoves. excavators and shovel loaders:
5100/6	Fornt-end shovel loaders

2. Equipment for the textile industry

Heading Number	Product
84.46	Weaving machines heading
1000/6	For weaving fabrics of a width not exceeding 30 cm
2000	For weaving fabrics of a width exceeding 30 cm, shuttle type:
2100/3	Power looms
2900/6	Other
3000/4	For weaving fabrics of a width excee
84.52	Sewing machines
1000	Sewing machines of the household type:
1010/7	Machines including heads of a weight not exceeding 16 kg.
1020/2	Machines including heads of a weight exceeding 16 kg. and not exceeding 18.5 kg.
1030/1	Machines of a weight not exceeding 500 grams. hand-held while in use
1090/5	Other
2000	Other sewing machines:
2100	Automatic units:
2110/0	Machines and their heads of the kind used exclusively for sewing on buttons, button-hole preparation hat manufacture, glove manufacture or sewing up bags, also machines and their heads which have been certified by the Dir.Gen. of the Ministry of industry and Trade to be designed for a definite operation only
2120/9	Machines including heads of a weight not exceeding 16 kg.
2130/8	Machines including heads of a weight exceeding 16 kg. and not exceeding 18.5 kg.
2190/2	Other

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Heading Number	Product
84.52	
2900	Other
2910/3	Machines and their heads of the kind used exclusinely for sewing on buttons, button-hole preparation hat manufacture, glove manufacture or sewing up bags, also machines and their heads which have been certified by the Dir.Gen. of the Ministry of industry and Trade to be designed for a definite operation only
2920/2	Machines including heads of a weight not exceeding 16 kg.
2930/1	Machines including heads of a weight exceeding 16 kg. and not exceeding 18.5 kg.
2940/0	Machines of a weight not exceeding 500 grams. hand-held while in use
2940/0	Other
3000/2	Sewing machine needles
4000/1	Furniture bases and covers for sewing machines and parts thereof
9000	Other parts of sewing machines:
9010	Pressure-cast aluminium arms, for machines or heads in sub-headings 1010.2120 and 2920 and inner parts thereof, and provided that the arms have not undergone any further processing after casting -
9011/3	Arms, without their inner parts
9019/6	Parts
9020/4	Other parts of sewing machines and their heads, for sewong textiles and textile products
9040/2	Heads of a weight vot exceeding 16 kg. and parts thereof
9090/7	Other

84.45 Machines for preparing textile fibres

Heading Number	Product
1000	Machines for preparing textile fibers
1100/6	Carding machines
1200/4	Combing machines
1300/4	Drawing or roving machines
1900/9	Other
2000/7	Textile spinning machines
3000/6	Textile doubling or twisting machines
4000/5	Textile winding (including well-winding) or reeling machines
9000/0	Other

83.08	Clasps and buckles
1000	Hooks, eyes and eyelets:
1020/6	Hooks
1090/9	Other
2000	Tubular or bifurcated rivets -
2010/6	Tubular rivets
2090/8	Other
9000	Other, including parts

3. Commercial refrigerators

84.18	Refrigerators and freezers
1010	commercial or industrial
1090	Other non-domestic
6950	
6991	
6992	
6993	
6994	
6996	
6997	

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4. Farm machinery

Heading Number	Product
82.01	Farming handtools (excluding pruning shears)
2000/4	Forks
3000/3	Mattocks, picks, hoes and rakes
4000	Axes. bill hooks and similar hewing tools: -
4010/1	Scythes, sickles and hay knives
4090/3	Other
6000	Hedge shears, two-handed pruning shears band sinilar two-handed shears: -
6010/9	Blanks of catting tools of the kind used for shears, not further worked after lorging
6090	Other
6099/2	Other
9000/7	Other hand tools of a kind used in agriculture, horticulture or forestry
84.33	Harvesting and threshing machines
1000	Mowers for lawns, parks or sports-grounds:
1100/2	Powered, withe the cutting device rotating in a horixontal plane
1900	Other: -
1910/4	Lawn mowers, hand-operated
1990/6	Other
2000/3	Other mowers, including cutter bars for traclor mounting
3000/2	Other haymading machinery
4000/1	Straw of fodder balers, including
5000	Other harvesting machinery: threshing machinery:
5100/8	Combine harvester-threshes
5200/6	Other threshing machinery
5300/4	Root or tuber harvesting-threshers
5900/1	Other
6000/9	Machines for cleaning, sorting or grading aggs. fruit or other agricultural produce
9000/6	Parts

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Heading Number	Product
84.36 2100 2900	Machines for poultry keeping
84.36 8010	Automatic poultry pluckers
84.36 8090 9100 9900	Other farming machinery and parts
84.32	Ploughs
84.32 2100 2900	Harrows, cultivators, weeders and hoes
84.32 3000	Seeders and planters
84.32 4000	Manure spreaders and fertilixer distrivutors
84.32 8000 9000	Other machines and parts

5. Electrical equipment

85.01 | Electric motors and generators

a. Motors
Weight to 600 gr

1091/7	Of a weight of up to 0.600 kg
2091/6	Of a weight of up to 0.600 kg
5191/0	Of a weight of up to 0.600 kg
6191/0	Of a weight of up to 0.600 kg

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Heading Number	Product
85.01	
Weight over 8 tons	
2092/4	Of a weight exceeding 4 tons
5210/9	Of a weight exceeding 4 tons
5320/6	Of a weight exceeding 4 tons
B. Generators	
3220/0	
3310	
3411	
6120	
6211	
6410	
3130	
3230	
6110	
3120	
3260	
3419	
6219	
6310	
6419	
6. Equipment for stone works	
84.64	Machine-tools for working stone
1000	Sawing machines: -
1010/8	Where the weight of each exceeds 750 kg (including for disc cutting)
1090/0	Other
2000	Grinding or polishing machines: -
2030/5	For wording cold glass
2090/9	Other
9000	Other:
9010	Drilling machines -
9011/8	Where the weight of each exceeds 750 kg
9019/1	Other
9020/9	Hydraulic presses, including hydro-pneumatic presses
9030	For cold-wording glass -
9031/6	for working lens rims

Heading Number	Product
84.64	
9039/9	Other
9040/7	For cutting or polishing asphalt or concrete surfaces or polishing tile floors
9090/2	Other
7. Conveyance equipment	
84.27	heading
1000	Self-propelled trucks powered by an electric motor:-
1010	Fork-lift trucks -
1011/3	Of a lifting power exceeding 5 tons
1019/6	Other
1090/7	Other
2000	Otherself-propelled trucks: -
2010	Fork-lift trucks -
2011/2	Of a lifting power exceeding 5 tons
2019/5	Other
2090/6	Other
9000/8	Other trucks
84.28	Lifting and conveying machines
1000	Lifts and skip hoists:
1010/3	For temporary installation in construction
1090/5	Other
2000	Pneumatic elevators and conveyors
2010/2	Pneumatic conveyors
2090/4	Elevators
3000	Other continuous-action elevators and conveyors, for goods or materials:

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84.28

Heading Number	Product
3100	Specially designed for underground use:
3110/9	Elevators
3190/1	Conveyors
3200	Other, bucket type:
3210/7	Elevators
3290/9	Conveyors
3300	Other, belt type:
3310/5	Elevators
3390/7	Conveyors
3900	Other:
3910/2	Elevators
3990/4	Conveyors
4000/1	Escalators and moving walkways
5000	Mine wagon pushers, locomotive or wagon traversers, wagon tippers and similar railway wagon handling equipment
5010/9	Hydraulically operated
5090/1	Other
6000/9	Teleferics, chair-lifts, ski-draglines; traction mechanisms for funiculars
9000	Other machinery:
9010/5	Dollies for mounting and operating cinematographic cameras
9020/4	Hydraulically operated
9090	Other
9091/5	Of a kind used for earth, stone, road-making or building work
9099/8	Other

Product	Heading Number
84.30	Other machinery for moving and grading heading
1000/0	Pile-drivers and pile-extractors
2000/9	Snow-ploughs and snow-blowers
3000	Coal or rock cutters and tunnelling machinery:
3100/6	Self-propelled
3900/9	Other
4000	Other boring or sinking machinery:
4100/5	Self-propelled
4900/8	Other
5000/6	Other machinery, self-propelled:
6000	Other machinery, not self-propelled:
6100/3	Tamping or compacting machinery
6200/1	Scrapers
6900/6	Other
84.67	Pneumatic or motorized tools for handwork heading
1000	Pneumatic:
1100/0	Rotary type (including combined rotary-percussion)
1900/3	Other
8000	Other tools:
8100/3	Chain saws
8900/6	Other
9000	Parts:

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8. Pharmaceutical products

Heading Number		Product
30.01		Glands and other organs for organo-therapeutic uses, dried, whether or not powdered; extracts of glands or other organs or of their secretions for organo-therapeutic uses; heparin and its salts; other human or animal substances prepared for therapeuitic or prophylactic uses, not elsewhere specified or included -
	1000/4	Glands and other organs, dried, whether or not powdered
	2000/3	Extracts of glands or other organs or of their secretions
	9000	Other
	9010/5	Other human bone, organs or tissue for transplant
	9090/7	Other
30.02		Human blood; animal blood prepared for therapeutic, prophylactic or diagnostic uses; antisera and other blood fractions; vaccines. toxins, cultures of micro organisms (excluding yeats) and similar products-
	1000	Antisera and other blood fractions:
	1010/1	Tetanus immune globine human
	1090/3	Other
	2000/1	Vaccines for human medicine
	3000	Vaccines for veterinary medicine:
	3100/8	Vaccines against foot and mouth disease
	3900/1	Other
	9000	Other:
	9010/3	Not put up in measured dosages or packages of a kind sold by retail, imported with the approval of the Dir-Gen of the Ministry of Health
	9020/2	Anti-toxins, tuberculin and rat virus
	9090/5	Other

Heading Number		Product
30.03		**Medicaments (excluding goods of heading No. 30.03, 30.05 or 30.06) consisting of two or more constituents which have been mixed together for therapeutic or prophylactic uses, not put up in measured doses or in forms or packings for retail sale-**
	1010 2010 3110 3910 4010 9010	Medicaments certified by the Dir-Gen of the Ministry of Health or the Ministry of Agriculture not to be of a kind produced in Israel nor to be substitutes thereof
30.04		Medicaments (excluding goods of heading No. 30.02, 30.05 or 30.06) consisting of mixed or unmixed products for therapeutics or prophylactic uses, put up in measured doses or in forms or packings for retail sale-
	1010 2010 3110 3210 3910 4010 5010 9010	Medicaments certified by the Dir-Gen of the Ministry of Health or the Dir-Gen of the Ministry of Agriculture not to be of a kind produced in Israel nor to be substitutes thereof

Heading Number	Product
9. Other equipment	
84.25	Pully tackle and hoists other than skip hoists
1000	Pulley tackle and hoists other than skip hoists or hoists of a kind used for raising vehicles:
1100/8	Powered by electric motor
1900/1	Other
2000/9	Pit-head winding gear; winches specially designed for use underground
3000	Other winches; capstans
3100	Powered by electric motor
3110	Where the load is balanced by a counterweight
3190	Other
3900/9	Other
4000	Jacks; hoists of a kind used for raising vehicles
4100/5	Built-in jacking systems of a type used in garages
4200	Other jacks and hoists, hydraulic:
4210/2	For tipping truck bodies
4290/4	Other
4900/8	Other
84.17.8000/9	Non-electric industrial ovens
85.14	Electric industrial ovens, weighing 1000 kg. or more
1090/2	
2010/9	
3010/8	
4010/7	

Heading Number	Product
84.06	Turbines
1000	Turbines
1100/8	For marine propulsion
1900/1	Other
9000/2	Parts
84.10	Hydraulic turbines
1000	Hydraulic turbines and water wheels
1100/0	Of a power not exceeding 1,000 kW
1200/8	Of a power exceeding 1,000 kW but not exceeding 10,000kW
1300/6	Of a power exceeding 10,000 kW
9000/4	Parts
84.14	Air pumps, except fans and parts sub-items
1000/4	Vacuum pumps
2000/3	Hand or foot-operated air pumps
3000	Compressors of a kind used in refrigerating equipment
3010/1	Sealed or semi-sealed compressors
3090	Other, including open-type compressors
3091/1	Of a net weight (without a starting device) exceeding 100 kg. to be installed in an industrial enterprise and used in the manufacturing process, provided that compressors operated by elecvtric motors shall be imported without such electric motors (Cond)
3092/9	Installed in cold-storage buildings or warehouses, of a capacity of 1000 m3 or more, and provided that the following conditions have been met: 1. The compressors will be used exclusively for cold-storage buildings or warehouses; 2. The net weright of each (without device) exceeds 300 kg; 3. The compressors are not equipped with electric starting devices (Cond)

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Heading Number	Product
84.14	
3093/7	The net weight of each (without starting device) exceeds 500 kg., excluding those specified in sub-headings 3091 or 3092
3099/4	Other
4000/1	Air compressors mounted on a wheeled chassis for towing
5000	Fans
5910/0	Air mixing towers of the kind used for protecting crops from frost
5920/9	Where the weight of each does not exceed 500 gm
5930/8	Where trhe weight of each exceeds 1000 kg
5990	Other
5991/0	Of the kind used for cooling vehicle engines, excluding tractors, fork-lift trucks, concrete mixers, vehicles running on tracks and armoured military vehicles
5992	Powered by a 12 volt DC motor and not of the kind used for cooling motor vehicle engines
5999/3	Other
6000	Hoods having a maximum horizontal side not exceeding 120 cm
6010/8	Steam collectors or kitchen odour absorbers, of the domestic kind
6090/0	Other
8000	Other
8010	For internal combustion engines
8011/4	Specially for tractors, fork-lift trucks, vehicles running on tracks or armoured military vehicles
8019/7	Other
8020	Equipped with a starting device (for example an electric motor)
8021/3	Of a total weight exceeding 600kg.
8022/1	Of a total weight exceeding 600 kg. but not exceeding 6000 kg. excluding those specified in subheading 8023 or 8024

Heading Number	Product
9000	Other
9100	Of oak
9130/9	Veneer sheets
9190	Other
9191/1	Finger-jointed
9199/4	Other
9200	Of beech
9240/6	Veneer sheets
9250/5	Sticks used for the assembly by stiching of "Bruce" boxes (Cond)
9290	Other
9291/9	Finger-jointed
9299/2	Other
9900	Other
9940/1	Veneer sheets
9950/0	Sticks used for the assembly by stiching of "Bruce" boxes (Cond)
9990	Other
9991/4	Finger-jointed
9999/7	Other

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Heading Number	Product
84.14	
8023/9	Of a total weight exceeding 3000 kg. and not exceeding 6000 kg. to be installed in an industrial plant and used in the manufacturing process (Cond)
8024/7	Air compressors equipped with electric starting motors, of a total weight exceeding 650 kg., provided that the compression takes place in three stages and the outlet pressure exceeds 200 atmospheres
8025/4	Other
8090	Other
8091/6	Where the net weight does not exceed 450 kg.
8092/4	Where the net weight exceeds 450 kg. and does not exceed 3000 kg.
8099/9	Other
9000	Parts:
9010/5	Cast parts of sealed or semi-sealed compressors which have not undergone any process after casting
9020/4	Specially for goods of subheading 5910
9030/3	Blades of artificial plastic material, each weighing not more than 100 grams
9040/2	Specially for goods of sub-heading 5991, 8019
9090/7	Other

/...

Heading Number		Product
84.39		
	1000/1	Machinery for making pulp of fibrous cellulosic material
	2000/0	Machinery for making paper or paperboard
	3000/9	Machinery for finishing paper or paperboard
	9000	Parts
	9100/1	Of machionery for making pulp of fibrous cellulosic material
	9900/4	Other
85.08		Electro-mechanical tools for working in the hand, with self-contained electric motor
	1000	Drills, of all kinds:
	1010/2	Drills, including those, which by means oif interchangeable accessories, can be transformed into other tools, such as sawing, polishing or planing tools, and provided that the weight of the drill without the stand, holder or interchangeable parts does not exceed 5 kg
	1090/4	Other
	2000/2	Saws
84.22		Dish washing machines; machinery for cleaning or drying bottles or other containers; machinery for filling, closing, sealing, capsuling or labeling bottles, cans, boxes, bags or other containers; other packing or wrapping machinery; machinery for aerating beverages
	1000	Dish washing machines
	1900/8	Other (not of the household type)

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Heading Number	Product
84.51	Machinery (other than machines of heading 84.500 for washing, cleaning wringing, drying, ironing, pressing (including fusing presses), bleaching, dyeing dressing, finishing, coating or impregnating textile yarns, fabrics or made up textile articles and machines for applying the paste to the base fabric or other support used in the manufacture of floor coverings such as linoleum; machines for reeling, unreeling, folding, or pinking textile fabrics
1000/6	Dry-cleaning machines
2000	Drying machines
2900	Other
2910/5	Of a laundry container capacity of 250 litres or more, if the heating is done by means of steam or oil
3000	Ironing machines and presses (including fusing presses)
3010/3	Specially for the production process in a textile factory
3090/5	Other
4000	Washing, bleaching or dyeing machines
4010/2	Washing machines specially for the production process in a textile factory
4090	Other
4099/5	Other
5000/2	Machines for reeling, unreeling, folding, cutting or pinking textile fabrics
8000	Other machinery
8010	Wringers and machines of the shaker tumbler kind
8019/9	Other
8090/0	Other
9000	Parts
9010/7	For machines of sub-headings 1000, 2000, 3000 and 8010
9030/5	Metal cylinders coated with plastic or rubber, of the kind used

/...

10. Wood

Heading Number		Product
44.01		Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms; wood in chips or particles; sawdust and wood waste and scrap, whether or not agglomerated in logs, briquettes, pellets or similar forms
	1000	Fuel wood, in logs, in billets, in twigs or in similar forms
	1010/4	In logs
	1090/6	Other
	2000	Wood in chips or particles
	2100/2	Coniferous
	2200/0	Non-coniferous
	3000	Sawdust and wood waste and scrap, whether or not agglomerated in logs, briquettes, pellets or similar forms
	3010/2	Logs
	3090/4	Other
44.03		Wood in the rough, whether or not stripped of bark or sapwood, or roughly squared
	1000	Treated with paint, stain, creosote or other preservatives
	1010/0	Wooden poles, impregnated with creosote or with preparations containing copper and arsenic salts, if used for electrical lines or telecommunication lines
	1090/2	Other
	2000	Other of pine wood
	2010/9	Used for the manufacture of peeled sheets (Cond)
	2090/1	Other
	3000	Other, of the following tropical woods
	3100	Dark Red Meranti, Light Red Meranti and Meranti Bakau
	3110/6	Used for the manufacture of peeled sheets (Cond)
	3190/8	Other

/...

Heading Number	Product
3200	White Lauan, White Meranti, White Seraya, Yellow Meranti and Alan
3210/4	Used for the manufacture of peeled sheets (Cond)
3290/6	Other
3300	Keruing, Ramin, Kapur, Teak, Jonkung, Merbau, Jelutong and Kempas
3310/2	Used for the manufacture of peeled sheets (Cond)
3390/4	Other
3400	Okouma, Obeche, Sapelli, Sapi, Acajou of Afrique, Makore and Iraka
3410/0	Used for the anufacture of peeled sheets (Cond)
3490/2	Other
3500	Tiama, Mansonia, Ilomba, Dibetou. Limb and Azove
3510/7	Used for the manufacture of peeled sheets (Cond)
3590/9	Other
9000	Other
9100	Of oak (quercus spp.)
9110/0	Used for the manufacture of peeled sheets (Cond)
9190/2	Other
9200	Of beech
9210/9	Used for the manufacture of peeled sheets (Cond)
9290/0	Other
9900	Other
9910/3	Used for the manufacture of peeled sheets (Cond)
9990/5	Other
44.04	Hoopwood; split poles; piles, pickets and stakes of wood, pointed but not sawn lengthwise; wooden sticks, roughly trimmed but but not turned, bent or otherwise worked, suitable for the manufacture of walking-sticks, umbrellas, tool handles or the like; chipwood and the like
1000/9	Coniferous
2000/8	Non-confirous

/...

Heading Number	Product
44.07	Wood sawn or chipped lengthwise, sliced or peeled, whether or not planed, sanded or finger-jointed, of a thickness exceeding 6 mm
1000	Coniferous
1030/9	Veneer sheets
1040/8	Sticks used for the assembly by stiching of "Bruce" boxes (Cond)
1090	Other
1091/1	Finger-jointed
1099/4	Other
2000	Of the following tropical woods
2100	Dark Red Meranti, Light Red Meranti, and Meranti Bakau, White Lauan, White Meranti, White Seraya, Yellow Meranti, Alan, Keruing, Ramin, Kapur, Teak, Jongkong, Merbau, Jelutong and Kempas
2130/6	Veneer sheets
2190	Other
2191/8	Finger-jointed
2199/1	Other
2200	Okoumw, Obeche, Sapelli, Sipo, Acajou d'Afrique, Makore, Iroka, Tiama, Mansonia, Ilomba, Dibetou, Limba and Azobe
2240/3	Veneer sheets
2290	Other
2291/6	Finger-jointed
2299/9	Other
2300	Baboen,Mahogany, Imbuia and Balsa
2340/1	Veneer sheets
2390	Other
2391/4	Finger-jointed
2392/2	Balsa wood in sizes not exceeding 16x23x166cm unplaned
2399/7	Other

APPENDIX I

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No
Date Issued
Tank No.
Sampling Date

SPECIFICATIONS

Gasoline
Royal

TESTS			RESULTS		METHODS
Distillation					ASTM D-86
Fuel Recovered					
10 % Vol	@	°C	70	Max.	
50 % Vol.	@	°C	120	Max.	
90 % Vol.	@	°C	180	Max	
End Point		°C	205	Max.	
Vapor Pressure @ 100 °F		kg/cm²	0.7	Max.	ASTM D-323
Color			Yellow		—
Total Sulfur		% wt	0.2	Max.	ASTM D-1266
Corrosion, Copper (3 hr at 50°C) Classification			NO. 1 Strip.		ASTM D-130
Oxidation Satbility		Minutes	360	Min.	ASTM D-525
Existent Gum		mg/100cc	4.0	Max.	ASTM D-381
TEL Content		CC/USG	3.0	Max.	ASTM D-3341
Octane No. R. M.			98		ASTM D-2699

Remarks :

Chief Chemist ·

31/10.

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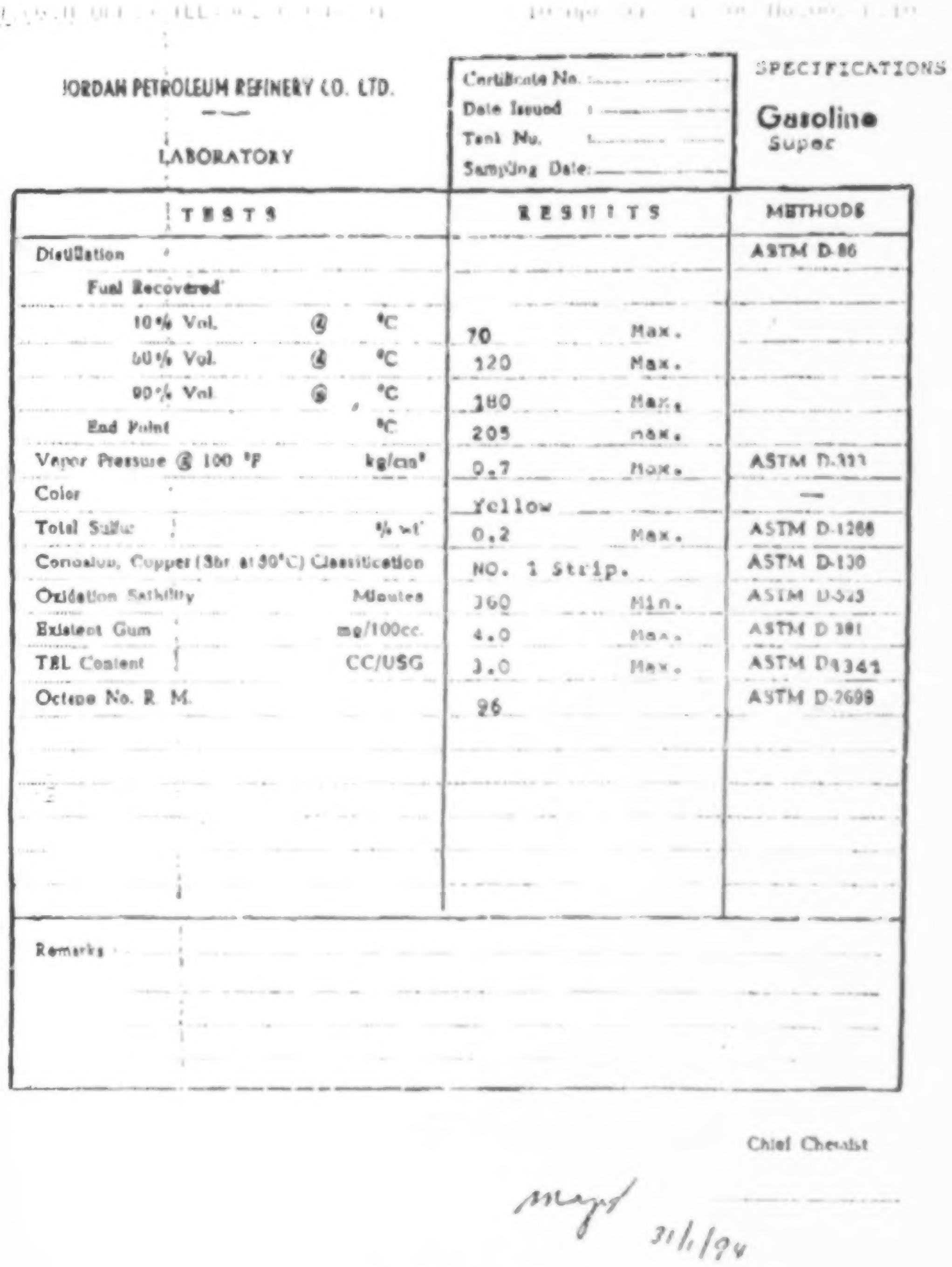

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No.
Date Issued
Tank No.
Sampling Date:

SPECIFICATIONS

Gasoline
Super

TESTS		RESULTS		METHODS
Distillation				ASTM D-86
Fuel Recovered				
10% Vol. @	°C	70	Max.	
50% Vol. @	°C	120	Max.	
90% Vol. @	°C	180	Max.	
End Point	°C	205	max.	
Vapor Pressure @ 100 °F	kg/cm²	0.7	Max.	ASTM D-323
Color		Yellow		—
Total Sulfur	% wt	0.2	Max.	ASTM D-1266
Corrosion, Copper (3hr at 50°C) Classification		NO. 1 Strip.		ASTM D-130
Oxidation Stability	Minutes	360	Min.	ASTM D-525
Existent Gum	mg/100cc.	4.0	Max.	ASTM D-381
TEL Content	CC/USG	3.0	Max.	ASTM D-3341
Octane No. R. M.		96		ASTM D-2699

Remarks

Chief Chemist

31/1/94

[illegible] TEL:962-6-64[illegible] [illegible] '94 15:06 No.005 P.11

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No. :
Date Issued :
Tank No. :
Sampling Date:

SPECIFICATIONS

Gasoline
F - 46

TESTS		RESULTS	METHODS
Distillation			ASTM D-86
Fuel Recovered			
10% Vol. @	°C	60 - 70	
50% Vol. @	°C	88 - 115	
90% Vol. @	°C	132 - 180	
End Point	°C	205 Max.	
Vapor Pressure @ 100 °F	kg/cm²	0.560 Max.	ASTM D-323
Color		Yellow	—
Total Sulfur	% wt	0.1	ASTM D-1266
Corrosion, Copper (3hr. at 50°C) Classification		NO. 1 strip	ASTM D-130
Oxidation Stability	Minutes	480 Min.	ASTM D-525
Existent Gum	mg/100cc.	4 Max.	ASTM D-381
TEL Content	CC/USG	3 Max.	ASTM D-3341
Octane No. R. M.		91 Min.	ASTM D-2699

Remarks :

Chief Chemist

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31/1/94

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JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No.
Date Issued
Tank No.
Sampling Date:

SPECIFICATIONS

Gasoline
REGULAR

TESTS			RESULTS		METHODS
Distillation					ASTM D-86
Fuel Recovered					
10% Vol.	@	°C	60	Max.	
50% Vol.	@	°C	120	Max.	
90% Vol.	@	°C	180	Max.	
End Point		°C	205	Max.	
Vapor Pressure @ 100 °F		kg/cm²	0.7	Max.	ASTM D-323
Color			Standard Red.		—
Total Sulfur		% wt	0.2	Max.	ASTM D-1266
Corrosion, Copper (3hr. at 50°C) Classification			NO. 1 Strip.		ASTM D-130
Oxidation Satbility		Minutes	360	Min.	ASTM D-525
Existent Gum		mg/100cc.	4.0	Max.	ASTM D-381
TEL Content		CC/USG	3.0	Max.	ASTM D-3341
Octane No. R. M.			88		ASTM D-2699

Remarks :

Chief Chemist

11/1/94

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T.(G.M OFF.) TEL:962-6-647791 'SUN)04.10.'94 12:41 10 Apr '94 13:01 No.005 P.01
NO.6 PAGE 14

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No :
Date Issued :
Tank No. :
Sampling Date:

SPECIFICATIONS

Fuel Oil

TESTS		RESULTS		METHODS
Density @ 15 °C	gr/ml	1.0	Max.	ASTM D-1298
Total Sulfur	%wt.	4.0	Max	ASTM D-129
Flash point P.M	°C	66	Min.	ASTM D-93
Viscosity @ 100 °F Sec. (Redwood 1)		700	– 4000	IP-70
Pour Point	°C	15	Max.	ASTM D-97
Ash	%wt.	0.1	Max.	ASTM D-482
Water & sediment (centrif.)	%vol.	0.5	Max.	ASTM D-1796
Water by distillation	%vol.	0.5	Max.	ASTM D-95

Remarks :

Chief Chemist

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/T.(G.M OFF.) TEL:962-6-647791 10 Apr '94 13:02 No.005 P.03

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No.: ....
Date Issued ....
Tank No. ....
Sampling Date, ...

SPECIFICATIO

Liquid Asphalt
RC - 250

TESTS		RESULTS	METHODS
Viscosity :			
Kinematic @140F,	cSt	250 - 500	ASTM D-2170
Saybolt Furol @140F,	Sec.	125 - 250	ASTM D-88
Flash Point (Tag Open-cup),	°F	80 Min.	ASTM D-1310
Distillation test :			ASTM D-402
Distillate, Percent by volume of			
total distillate to 360 °C			
to 225 °C		35 Min.	
to 260 °C		60 Min.	
to 316 °C		80 Min.	
Residue from distillation to 360 °C,			
Percent volume by difference		65 Min.	
Test on residue from distillation :			
Penetration @ 25 °C 100 gm 5 sec		[illegible] - 120	[illegible]
Ductility @ 25 °C	cm	100 Min.	ASTM D-113
Solubility in trichloroethylene, Percent		99 Min.	ASTM D-2042
Water, Percent		0.2 Max.	ASTM D-95

Remarks : ....

(Lab.) Chief Chemist

3.1.94

/F1.(G.H OFF.) TEL:962-6-647791 .... 10 Apr '94 13:02 No.005 P.

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No.: ....
Date Issued : ....
Tank No. : ....
Sampling Date : ....

SPECIFICATION

Liquid Asphalt
RC – 80

TESTS		RESULTS		METHODS
Viscosity :				
Kinematic @ 140 °F,	cSt	800 – 1600		ASTM D-2170
Saybolt Furol @ °F,	Sec.			ASTM D-88
Flash Point (Tag Open-cup),	°F	80	Min.	ASTM D-1310
Distillation test :				ASTM D-402
Distillate, Percent by volume of				
total distillate to 360 °C				
to 225 °C		15	Min.	
to 260 °C		45	Min.	
to 316 °C		75	Min.	
Residue from distillation to 360 °C,				
Percent volume by difference		75	Min.	
Test on residue from distillation :				
Penetration : @ 25 °C, 100 gm. 5 sec.		80 – 120		ASTM D-5
Ductility @ 25 °C	cm	100	Min.	ASTM D-113
Solubility in trichlorouthylene, Percent		99	Min.	ASTM D-2042
Water, Percen		0.2	Max.	ASTM D-95

Remarks : ....

(Lab.) Chief Chemist

31/1/94

JPT.(G.M OFF.) TEL:962-6-647791 (SUN)04.10.'94 12:38 10 Apr '94 13:05 No.005 P.02 NO.6 PAGE 11

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No.:
Date Issued
Tank No.
Sampling Date:

SPECIFICATION

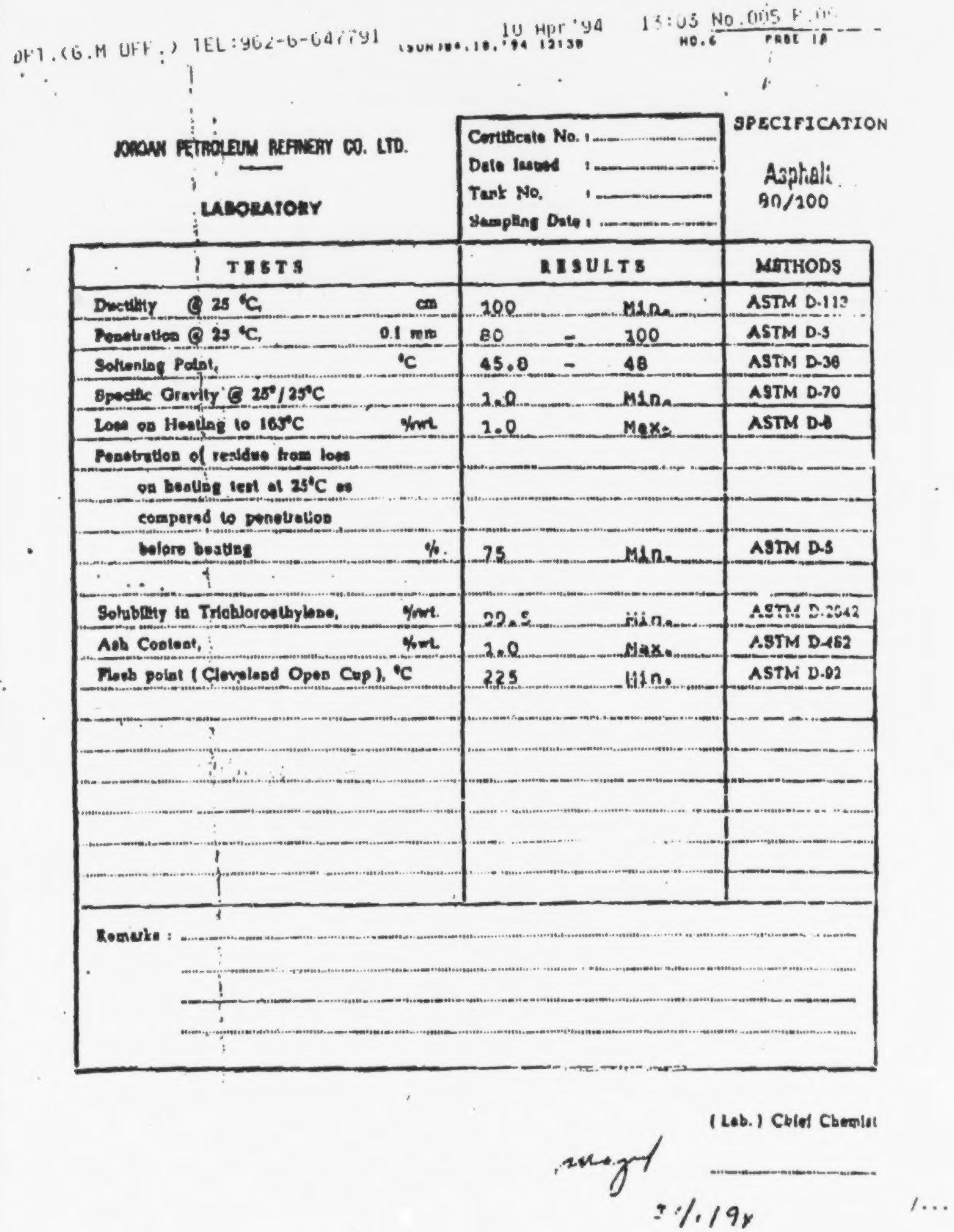
Liquid Asphalt
MC - 70

TESTS			RESULTS	METHODS
Viscosity :				
Kinematic,	@140°F,	cSt	70 - 140	ASTM D-2170
Saybolt Furol	@122°F,	Sec.	60 - 120	ASTM D-88
Flash Point (Tag Open - cup),		°F	100 Min.	ASTM D-1310
Distillation test :				ASTM D-402
Distillate, Percent by volume of total distillate to 360 °C				
	to 225 °C		20 Max.	
	to 200 °C		20 - 60	
	to 316 °C		65 - 90	
Residue from distillation to 360 °C, Percent volume by difference			55 Min.	
Test on residue from distillation :				
Penetration @ 25 °C, 100 gm, 5 sec.			120 - 250	ASTM D-5
Ductility @ 25 °C		cm	100 Min.	ASTM D-113
Solubility in trichloroethylene, Percent			99 Min.	ASTM D-2042
Water, Percent			0.2 Max.	ASTM D-95

Remarks :

(Lab.) Chief Chemist

3/1/94



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(SUN)04.10.'94 12:30 NO.6 PAGE 10

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No. : ....
Date Issued : ....
Tank No. : ....
Sampling Date : ....

SPECIFICATION

Asphalt
80/100

TESTS		RESULTS			METHODS
Ductility @ 25 °C,	cm	100		Min.	ASTM D-113
Penetration @ 25 °C,	0.1 mm	80	-	100	ASTM D-5
Softening Point,	°C	45.8	-	48	ASTM D-36
Specific Gravity @ 25°/25°C		1.0		Min.	ASTM D-70
Loss on Heating to 163°C	%wt.	1.0		Max.	ASTM D-6
Penetration of residue from loss on heating test at 25°C as compared to penetration before heating	%.	75		Min.	ASTM D-5
Solubility in Trichloroethylene,	%wt.	99.5		Min.	ASTM D-2042
Ash Content,	%wt.	1.0		Max.	ASTM D-482
Flash point (Cleveland Open Cup),	°C	225		Min.	ASTM D-92

Remarks : ....

(Lab.) Chief Chemist

2/1/94

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JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No. : ____________
Date Issued : ____________
Tank No. : ____________
Sampling Date : ____________

SPECIFICATIONS
Asphalt
60/70

TESTS		RESULTS		METHODS
Ductility @ 25 °C,	cm	100	Min.	ASTM D-113
Penetration @ 25 °C,	0.1 mm	60 – 70		ASTM D-5
Softening Point,	°C	48 – 56		ASTM D-36
Specific Gravity @ 25°/25°C		1.01 – 1.06	Max.	ASTM D-70
Loss on Heating to 163°C	%wt.	1.0	Max.	ASTM D-6
Penetration of residue from loss on heating test at 25°C as compared to penetration before heating	%	75	Min	ASTM D-5
Solubility in Trichloroethylene.	%wt.	99.0	Min.	ASTM D-2042
Ash Content,	%wt.	1.0	Max.	ASTM D-482
Flash point (Cleveland Open Cup). °C		232	Min.	ASTM D-92

Remarks : ____________

(Lab.) Chief Chemist

31/1/94

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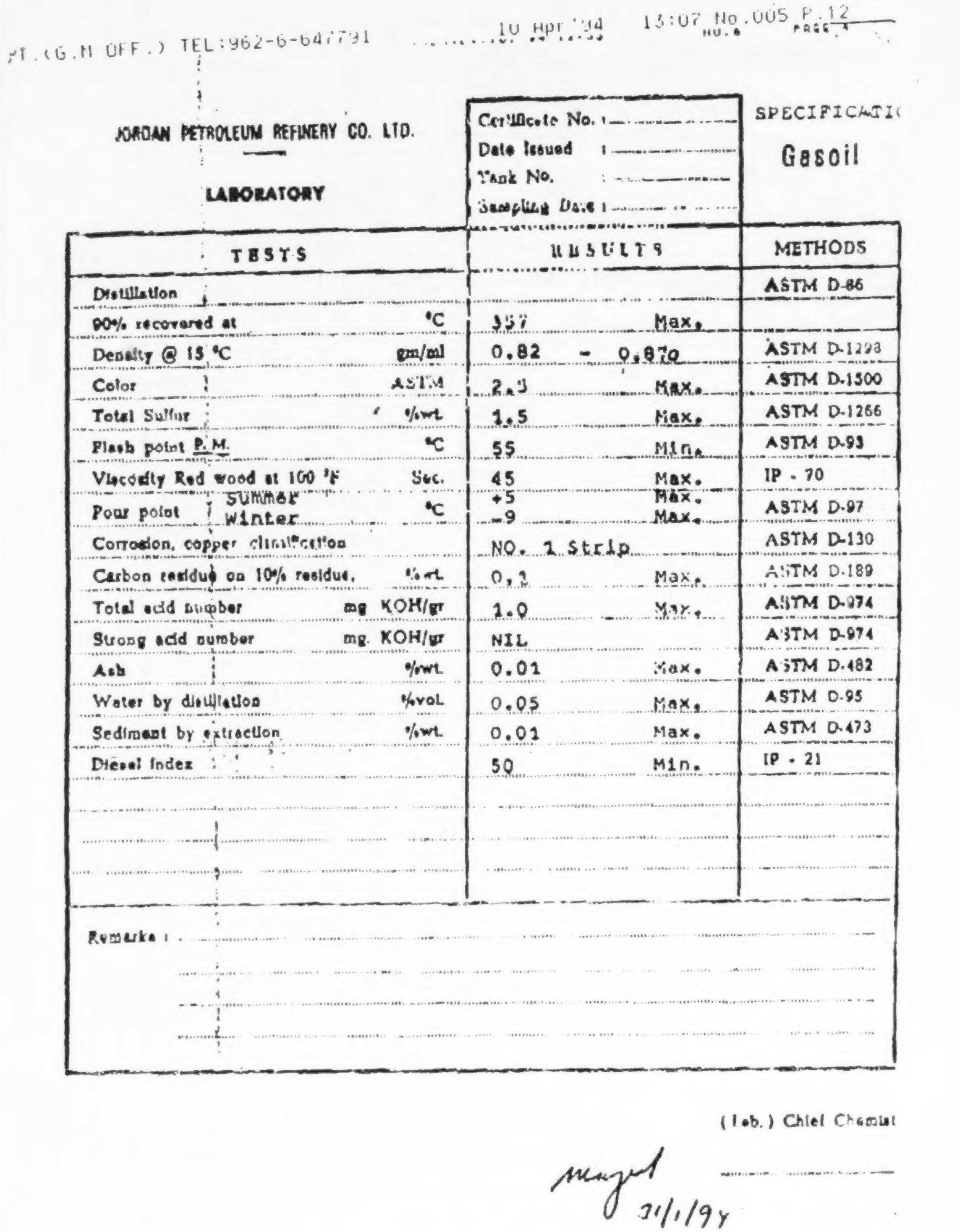

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No. :
Date Issued :
Tank No. :
Sampling Date :

SPECIFICATI(

Gasoil

TESTS		RESULTS		METHODS
Distillation				ASTM D-86
90% recovered at	°C	357	Max.	
Density @ 15 °C	gm/ml	0.82 - 0.870		ASTM D-1298
Color	ASTM	2.3	Max.	ASTM D-1500
Total Sulfur	%wt.	1.5	Max.	ASTM D-1266
Flash point P.M.	°C	55	Min.	ASTM D-93
Viscosity Red wood at 100 °F	Sec.	45	Max.	IP - 70
Pour point Summer Winter	°C	+5 -9	Max. Max.	ASTM D-97
Corrosion, copper classification		NO. 1 Strip		ASTM D-130
Carbon residue on 10% residue,	%wt.	0.1	Max.	ASTM D-189
Total acid number	mg KOH/gr	1.0	Max.	ASTM D-974
Strong acid number	mg. KOH/gr	NIL		ASTM D-974
Ash	%wt.	0.01	Max.	ASTM D-482
Water by distillation	%vol.	0.05	Max.	ASTM D-95
Sediment by extraction	%wt.	0.01	Max.	ASTM D-473
Diesel index		50	Min.	IP - 21

Remarks :

(Lab.) Chief Chemist

31/1/94

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?T.(G.M OFF.) TEL:962-6-647791 10 Apr '94 13:08 No.005 P.13

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Batch No. :
Certificate No. :
Date Issued :
Tank Number :
Sampling Date :

AVIATION TURBINE
KEROSINE

AVTUR/FSII

TESTS	RESULTS	SPECIFICATIONS		METHODS
		min.	max.	
Appearance		Bright & clear		
Specific Gravity @ 60°/60 °F		0.775	0.830	ASTM D-1298/IP-160
API Gravity @ 60 °F		39	51	
Distillation,				ASTM D-86/IP-123
Initial Boiling Point °C		Report		
Fuel Recovered, % Vol @ 200 °C		20		
Fuel Recovered,				
10% Vol @ °C				
20% Vol @ °C		Report		
50% Vol @ °C		Report		
90% Vol @ °C		Report		
End Point °C		—	288	
Residue, % Vol		—	1.5	
Loss, % Vol		—	1.5	
Flash Point °C		38	—	ASTM D - 56
Sulfur, Total % Wt.		—	0.20	ASTM D-1266/IP-107
Doctor Test				IP-30
Sulfur, Mercaptan % Wt.		—	0.003	ASTM D-3227
Corrosion, Copper, Classification		—	1	ASTM D-130/IP-154
Corrosion, Silver, Classification		—	1	IP-227
Existent Gum mg/100 ml		--	7.0	ASTM D-381/IP-131
Aromatics % Vol		—	20	ASTM D-1319/IP-156
Olefins % Vol		—	5	ASTM D-1319/IP-156
Freezing Point °C		—	-50	ASTM D-2386/IP-16
Water Reaction :				ASTM D-1094
Interface rating		—	1b	
Separation rating		—	2	
Calorific Value, net, Btu/lb		18 400	—	ASTM D- 1405
Aniline Gravity Product		5250	—	ASTM D-611 & D-1298
Viscosity @ -30 °F (-34.4 °C), cSt		—	15	ASTM D-445/IP-71
Smoke Point mm		20	—	ASTM D-1322
Thermal Stability JFTOT				ASTM D-3241/IP-323
Filter pressure Differential mm Hg		—	25	
Tube Deposit Rating		—	<3	
Total Acidity mg KOH/g		-	0.10	ASTM D-974/IP-139
Strong Acid Number mg KOH/g		—	—	ASTM D-974/IP-139
Additives :				
Inhibitor, Oxidation mg/lt		8.6	24	
Metal Deactivator mg/lt		--	5.7	
Stadis 450 Antistatic ppm		—	3.0	
Inhibitor, Corrosion mg/li		11.4	14.3	
Inhibitor, Icing (FSII) %Vol		0.10	0.15	IP - 277
Water Content ppm				
Particulate Matter :				
FOB Origin Deliveries mg/USG				ASTM D-2276
Electrical Conductivity PS/m		50	300	ASTM D - 2624
Water Separometer Index Modified (WSIM)		70	—	ASTM D - 2550

Remarks :

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(G.M OFF.) TEL:962-6-647791 10 Apr '94 15:09 No.005 P.14

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No.:
Date Issued :
Tank No. :
Sampling Date:

SPECIFICATI
Liquefied Petroleu
Gas

TESTS	RESULTS	METHODS
Vapor Pressure @ 100 °F kg/cm²	8 Max.	ASTM D-1267
Volatile residue :		
Evaporated temp, 95% °C	2.2 Max.	ASTM D-1837
Corrosion, copper strip	No. 1	ASTM D-1838
Sulfur grains/100 Cu. ft.	15 Max.	ASTM D-[illegible]
Free water content	None	—

Remarks :

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Chief Chemi

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PT.(G.M OFF.) TEL:962-6-647791 10 Apr '94 13:09 No.005 P.15

JORDAN PETROLEUM REFINERY CO. LTD.

LABORATORY

Certificate No. :
Date Issued :
Tank No. :
Sampling Date :

SPECIFICAT
/ Kerosine

TESTS		RESULTS		METHODS
Distillation				ASTM D-86
Recovered at 170 °C	%vol.	50	Max.	
Recovered at 200 °C	%vol.	20	Min.	
Recovered at 210 °C	%vol.	90	Max.	
Final boiling point	°C	300	Max.	
Density at 15 °C	gm / ml	0.820	Max.	ASTM D-1
Color Saybolt		20	Min.	ASTM D-15
Total Sulfar	%wt.	0.3	Max.	ASTM D-12
RSH	p.p.m.	20	Max.	ASTM D-3
Flash point T.C.C	°C	37.8	Min.	ASTM D-56
Corrosion, Copper (3hr at 50 °C) Classification		No. 1 Strip		ASTM D-
Smoke point	mm.	24	Min.	ASTM D-1

Remarks :

(Lab.) Chief O

31/1/94

SIDE LETTER TO THE PROTOCOL ON ECONOMIC RELATIONS
SIGNED IN PARIS ON APRIL 29, 1994
("THE PROTOCOL")

The two sides to this Protocol agree to continue discussion through the Joint Economic Committee of the following issues with the view of conclusions agreed arrangement within three months:

1. The mutual recognition and protection of patents, designs and trade marks, and other intellectual property.

2. The procedures for the set-off of mutual financial obligations between the two sides, including legal entities under their control or management.

3. The prevention of Trade Restrictions.

For the Government of Israel	For the P.L.O.
Shochat	

/...

SIDE LETTER TO THE PROTOCOL ON ECONOMIC RELATIONS

SIGNED IN PARIS ON APRIL 29, 1994

("THE PROTOCOL")

The two parties to the Protocol agree that the issue of contradiction between the Agreement on the Gaza Strip and the Jericho Area and the Protocol will be decided by the Prime Minister of the Government of Israel and the Chairman of the PLO.

For the Government of Israel

A. Shochat

For the P.L.O.

/...

EXCHANGE OF LETTERS BETWEEN

THE PLO AND

THE GOVERNMENT OF THE STATE OF ISRAEL

/...

May 4, 1994

Mr. Prime Minister,

With regard to the Agreement on the Gaza Strip and the Jericho Area, signed in Cairo on May 4, 1994 (hereinafter "the Agreement"), the PLO hereby confirms the following:

1. The PLO undertakes to ensure that the Palestinian Authority, including the Palestinian Police and other Palestinian Authority agencies, will function in accordance with the Agreement, and that the Palestinian Authority will activate the coordination and cooperation mechanism in a timely manner.

2. The PLO undertakes to cooperate with Israel, and to assist it, in its efforts to locate and to return to Israel Israeli soldiers who are missing in action and the bodies of killed soldiers which have not been recovered.

3. The PLO undertakes to submit to the next meeting of the Palestinian National Council for formal approval the necessary changes in regard to the Palestinian Covenant, as undertaken in the letter dated September 9, 1993 signed by the Chairman of the PLO and addressed to the Prime Minister of Israel.

4. When Chairman Arafat enters the Gaza Strip and the Jericho Area, he will use the title "Chairman (Ra'ees in Arabic) of the Palestinian Authority" or "Chairman of the PLO", and will not use the title "President of Palestine."

5. Neither side shall initiate or take any step that will change the status of the Gaza Strip and the Jericho Area pending the outcome of the permanent status negotiations.

/...

6. Pursuant to Article IV, paragraph 3, of the Agreement, the PLO shall inform the Government of Israel of the names of the members of the Palestinian Authority in a letter that shall be provided within a week of signing the Agreement. The appointment of these members to the Palestinian Authority shall take effect upon an exchange of letters beteen the PLO and the Government of Israel. Changes in the membership of the Palestinian Authority will take effect upon an exchange of letters between the PLO and the Government of Israel.

7. Immediately after the conclusion of the Agreement, early empowerment negotiations will commence pursuant to Article VI of the Declaration of Principles, and the two sides will explore possible expansion of the scope of these negotiations beyond the five spheres.

8. The two sides will intensify the negotiations on the interim arrangements consistent with the Declaration of Principles and guided by its target date.

9. The two sides reiterate their commitment to commence permanent status negotiations as soon as possible, but not later than the beginning of the third year of the interim period, as provided for in Article V of the Declaration of Principles.

10. As regards the relations between Israel and the PLO, and without derogating from the commitments contained in the letters dated September 9, 1993 signed by and exchanged between the Prime Minister of Israel and the Chairman of the PLO, the two sides will apply between them the provisions contained in Article XII, paragraph 1, with the necessary changes.

11. The two Parties shall, within one month of signing the Agreement, invite the Governments of Jordan and Egypt to establish the Continuing Committee referred to in Article XII of the Declaration of Principles and in Article XVI of the Agreement.

/...

12. The Government of Israel and the Palestinian Authority shall pass all necessary legislation to implement the Agreement.

13. The two Parties shall continue discussions on the following issues:

    a. the size of the Jericho Area;

    b. the positioning of a Palestinian offical at the bridge;

    c. additional arrangements in the Rafah passage; and

    d. all outstanding issues specified in the Agreement.

Sincerely,

Y Arafat

Yasser Arafat
Chairman
The Palestine Liberation Organization

Yitzhak Rabin
Prime Minister of Israel

/...

May 4, 1994

Mr. Chairman,

The Government of the State of Israel has the honor to acknowledge receipt of your letter of today's date which reads as follows:

"With regard to the Agreement on the Gaza Strip and the Jericho Area, signed in Cairo on May 4, 1994 (hereinafter "the Agreement"), the PLO hereby confirms the following:

1. The PLO undertakes to ensure that the Palestinian Authority, including the Palestinian Police and other Palestinian Authority agencies, will function in accordance with the Agreement, and that the Palestinian Authority will activate the coordination and cooperation mechanism in a timely manner.

2. The PLO undertakes to cooperate with Israel, and to assist it, in its efforts to locate and to return to Israel Israeli soldiers who are missing in action and the bodies of killed soldiers which have not been recovered.

3. The PLO undertakes to submit to the next meeting of the Palestinian National Council for formal approval the necessary changes in regard to the Palestinian Covenant, as undertaken in the letter dated September 9, 1993 signed by the Chairman of the PLO and addressed to the Prime Minister of Israel.

4. When Chairman Arafat enters the Gaza Strip and the Jericho Area, he will use the title "Chairman (Ra'ees in Arabic) of the Palestinian Authority" or "Chairman of the PLO", and will not use the title "President of Palestine."

/...

5. Neither side shall initiate or take any step that will change the status of the Gaza Strip and the Jericho Area pending the outcome of the permanent status negotiations.

6. Pursuant to Article IV, paragraph 3, of the Agreement, the PLO shall inform the Government of Israel of the names of the members of the Palestinian Authority in a letter that shall be provided within a week of signing the Agreement. The appointment of these members to the Palestinian Authority shall take effect upon an exchange of letters beteen the PLO and the Government of Israel. Changes in the membership of the Palestinian Authority will take effect upon an exchange of letters between the PLO and the Government of Israel.

7. Immediately after the conclusion of the Agreement, early empowerment negotiations will commence pursuant to Article VI of the Declaration of Principles, and the two sides will explore possible expansion of the scope of these negotiations beyond the five spheres.

8. The two sides will intensify the negotiations on the interim arrangements consistent with the Declaration of Principles and guided by its target date.

9. The two sides reiterate their commitment to commence permanent status negotiations as soon as possible, but not later than the beginning of the third year of the interim period, as provided for in Article V of the Declaration of Principles.

10. As regards the relations between Israel and the PLO, and without derogating from the commitments contained in the letters dated September 9, 1993 signed by and exchanged between the Prime Minister of Israel and the Chairman of the PLO, the two sides will apply between them the provisions contained in Article XII, paragraph 1, with the necessary changes.

11. The two Parties shall, within one month of signing the Agreement, invite the Governments of Jordan and Egypt to establish the Continuing Committee referred to in Article XII of the Declaration of Principles and in Article XVI of the Agreement.

/...

12. The Government of Israel and the Palestinian Authority shall pass all necessary legislation to implement the Agreement.

13. The two Parties shall continue discussions on the following issues:

    a. the size of the Jericho Area;

    b. the positioning of a Palestinian offical at the bridge;

    c. additional arrangements in the Rafah passage; and

    d. all outstanding issues specified in the Agreement."

The Government of the State of Israel acknowledges and confirms the undertakings and commitments contained in this letter.

Sincerely,

Y. Rabin

Yitzhak Rabin
Prime Minister of Israel

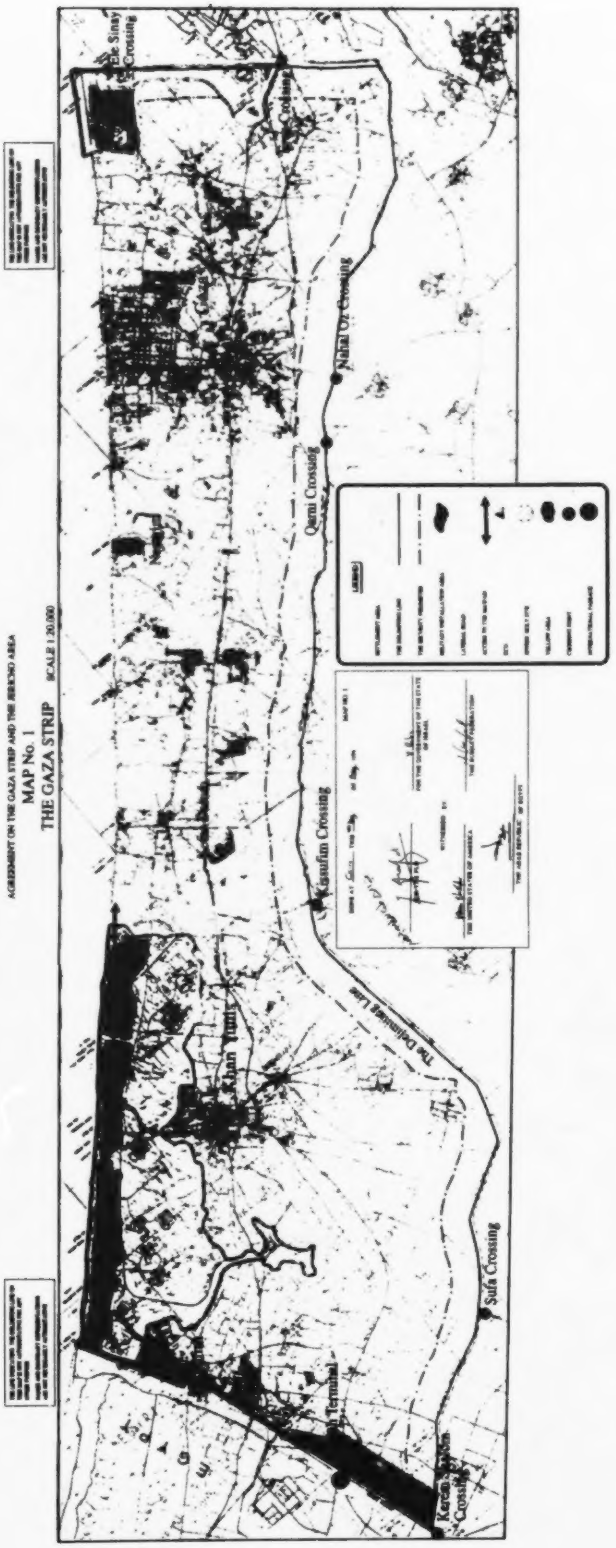
Yasser Arafat
Chairman
The Palestine Liberation Organization

/...

MAPS

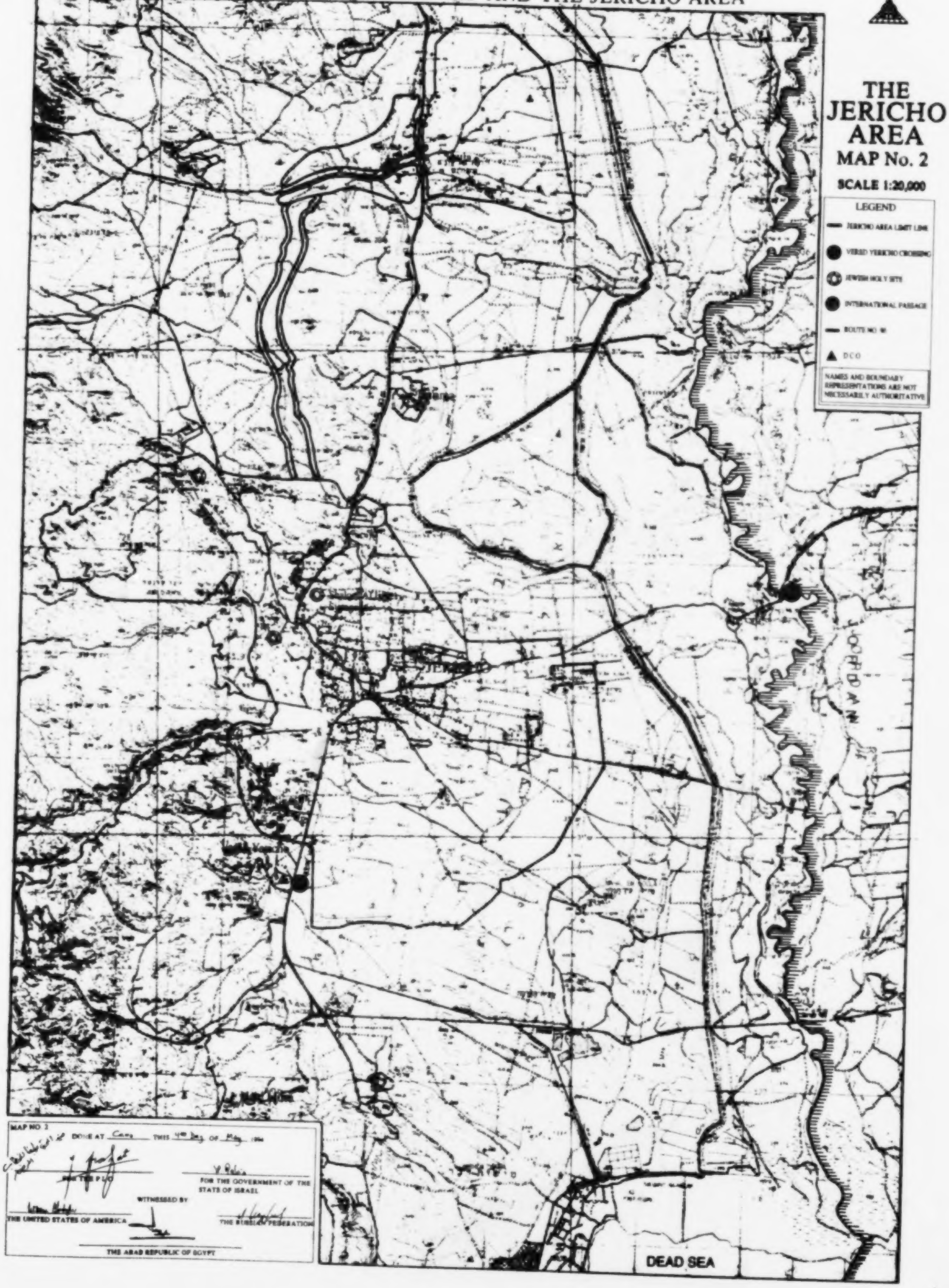
Originals of the attached maps, referred to in the letters dated 27 May 1994 to the Secretary-General from the Permanent Representatives of the United States of America and the Russian Federation, the Permanent Representative of Israel and the Permanent Observer of Palestine, are available for review in the Treaty Section of the Office of Legal Affairs (Room S-3200, X-5047).

It will be noted that the Chairman of the Executive Committee of the Palestine Liberation Organization, Mr. Yasser Arafat, has added the following inscription in Arabic beside his signature on each of the maps: "Under negotiation in accordance with the attached letter.".


Erez Crossing
Karni Crossing
Nahal Oz Crossing
Kissufim Crossing
The Delimiting Line
Khan Yunis
Gaza
Sufa Crossing
Rafah Terminal
Kerem Shalom Crossing
LEGEND

AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA
MAP No. 1
THE GAZA STRIP
SCALE 1:20,000

AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA


THE
JERICHO
AREA
MAP No. 2
SCALE 1:20,000
LEGEND
JERICHO AREA LIMIT LINE
VERED YERICHO CROSSING
JEWISH HOLY SITE
INTERNATIONAL PASSAGE
ROUTE NO. 90
DCO
NAMES AND BOUNDARY REPRESENTATIONS ARE NOT NECESSARILY AUTHORITATIVE
JORDAN
DEAD SEA

MAP NO. 2

DONE AT Cairo THIS 4th Day OF May 1994

FOR THE P.L.O

Y. Rabin
FOR THE GOVERNMENT OF THE STATE OF ISRAEL

WITNESSED BY

THE UNITED STATES OF AMERICA

THE RUSSIAN FEDERATION

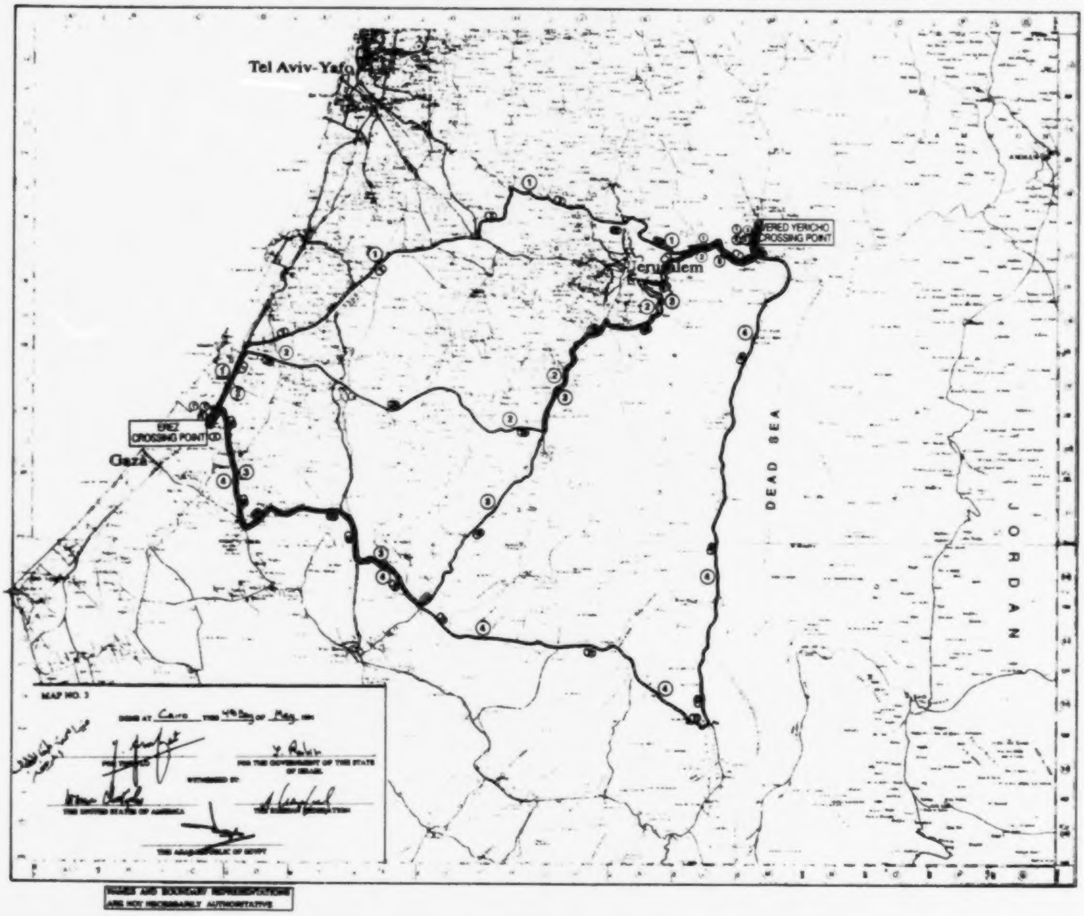
THE ARAB REPUBLIC OF EGYPT

AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA

MAP NO. 3

SAFE PASSAGE ROUTES BETWEEN THE GAZA STRIP AND THE JERICHO AREA.

SCALE 1:250,000


Tel Aviv-Yafo
Jerusalem
VERED YERICHO CROSSING POINT
EREZ CROSSING POINT
Gaza
DEAD SEA
JORDAN
MAP NO. 3
DONE AT Cairo THIS 4th Day OF May 1994
FOR THE PLO
Y. Rabin
FOR THE GOVERNMENT OF THE STATE OF ISRAEL
WITNESSED BY
THE UNITED STATES OF AMERICA
THE RUSSIAN FEDERATION
THE ARAB REPUBLIC OF EGYPT

NAMES AND BOUNDARY REPRESENTATIONS
ARE NOT NECESSARILY AUTHORITATIVE

/...

NAMES AND BOUNDARY REPRESENTATIONS ARE NOT NECESSARILY AUTHORITATIVE

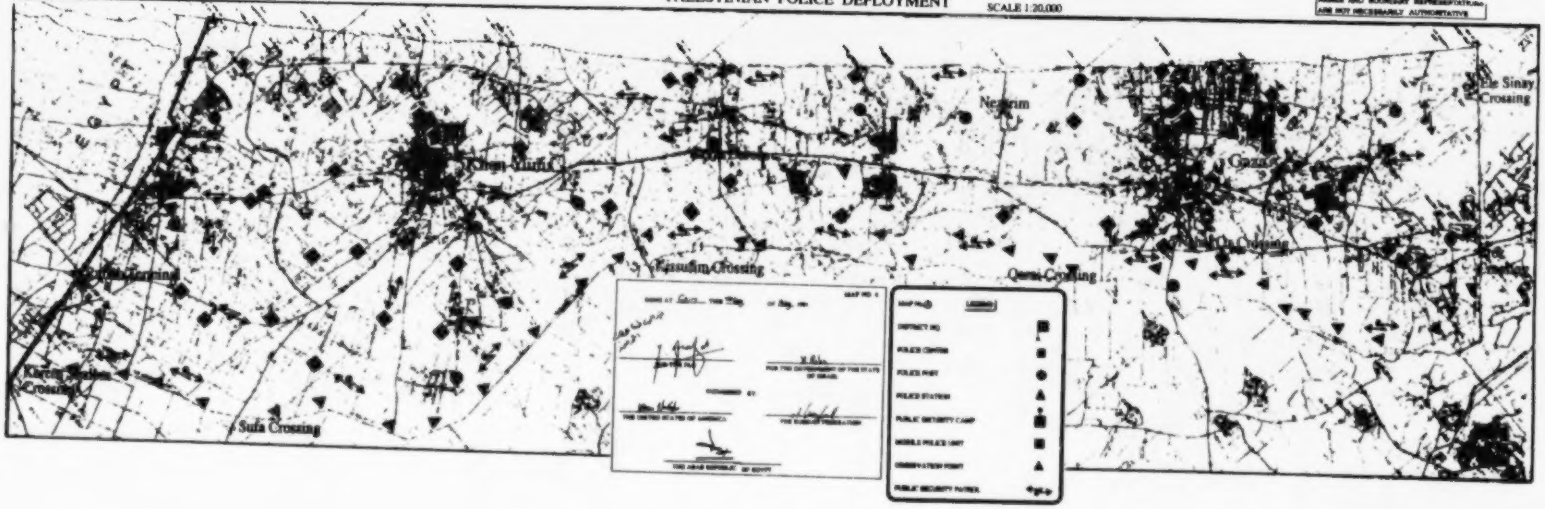
AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA

MAP No. 4 THE GAZA STRIP

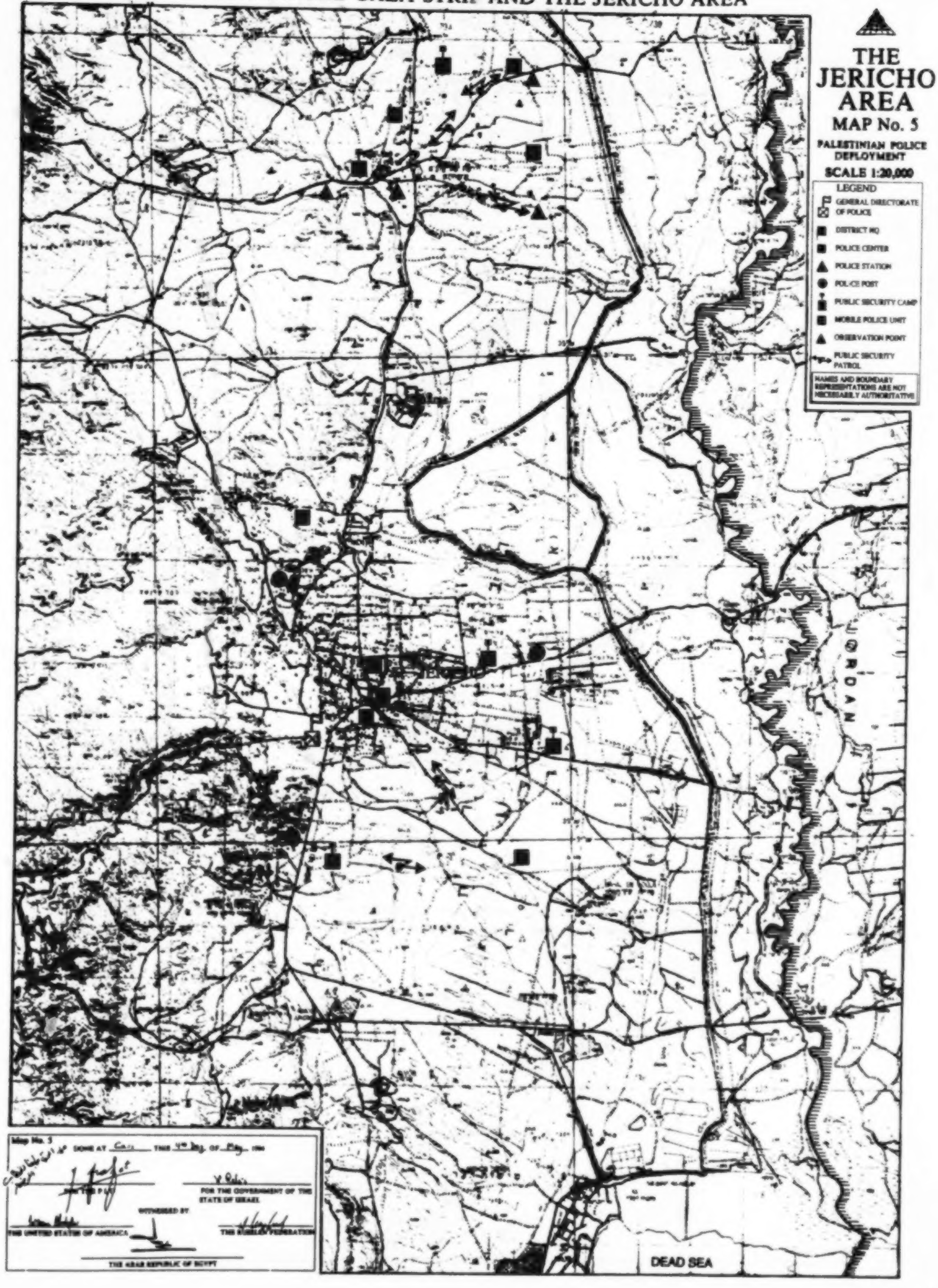
PALESTINIAN POLICE DEPLOYMENT

SCALE 1:20,000

NAMES AND BOUNDARY REPRESENTATIONS ARE NOT NECESSARILY AUTHORITATIVE


Ele Sinay Crossing
Gaza
Nezarim
Qarni Crossing
Kissufim Crossing
Khan Yunis
EGYPT
Sufa Crossing
MAP No. 4
LEGEND
DISTRICT HQ
POLICE CENTER
POLICE POST
POLICE STATION
PUBLIC SECURITY CAMP
MOBILE POLICE UNIT
OBSERVATION POINT
PUBLIC SECURITY PATROL

AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA


THE
JERICHO
AREA
MAP No. 5
PALESTINIAN POLICE DEPLOYMENT
SCALE 1:20,000
LEGEND
GENERAL DIRECTORATE OF POLICE
DISTRICT HQ
POLICE CENTER
POLICE STATION
POLICE POST
PUBLIC SECURITY CAMP
MOBILE POLICE UNIT
OBSERVATION POINT
PUBLIC SECURITY PATROL
NAMES AND BOUNDARY REPRESENTATIONS ARE NOT NECESSARILY AUTHORITATIVE
JORDAN
DEAD SEA

Map No. 5

DONE AT Cairo THIS 4th Day OF May 1994

FOR THE PLO

Y. Rabin
FOR THE GOVERNMENT OF THE STATE OF ISRAEL

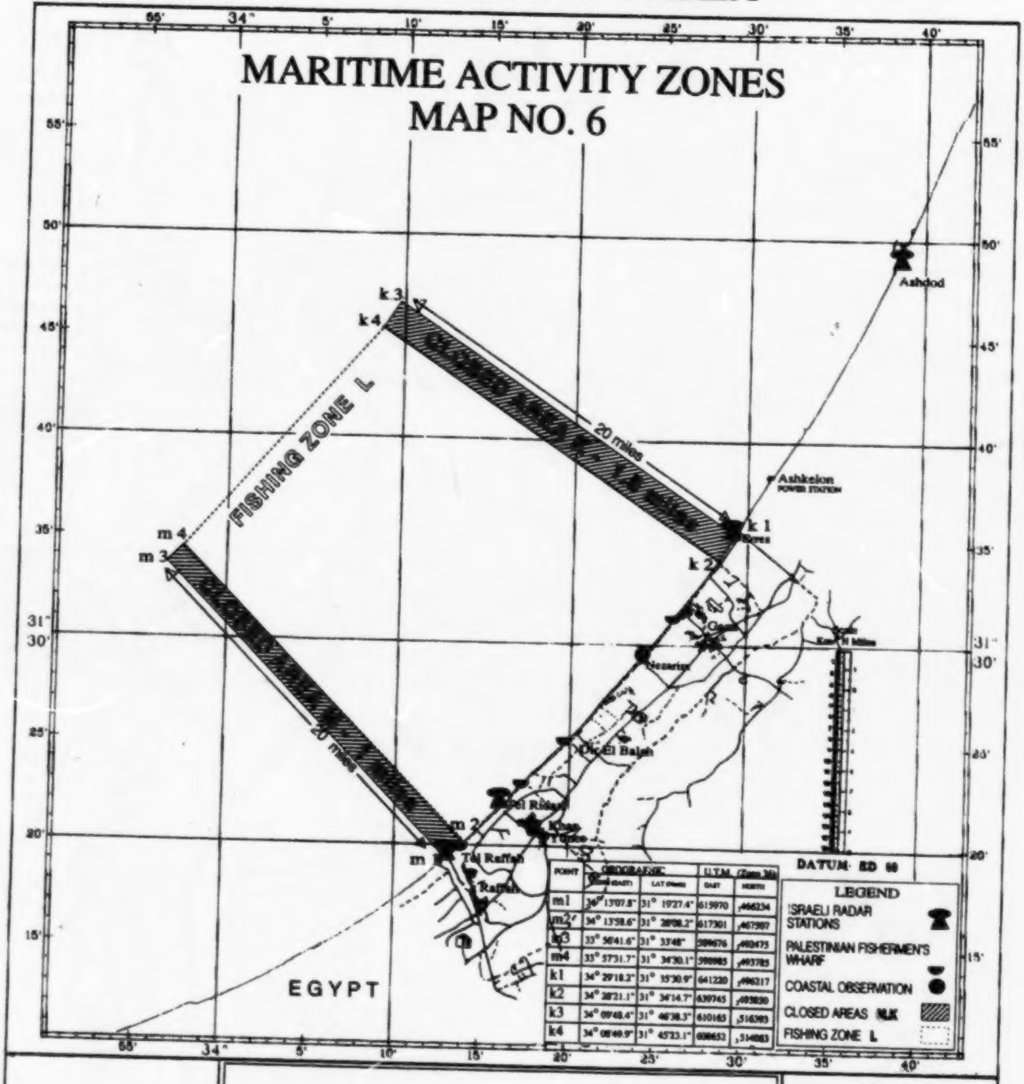
WITNESSED BY

THE UNITED STATES OF AMERICA

THE RUSSIAN FEDERATION

THE ARAB REPUBLIC OF EGYPT

AGREEMENT ON THE GAZA STRIP AND THE JERICHO AREA


MARITIME ACTIVITY ZONES
MAP NO. 6
55'
34°
5'
10'
15'
20'
25'
30'
35'
40'
50'
45'
40'
35'
31°
30'
25'
20'
15'
k 3
k 4
k 1
k 2
m 1
m 2
m 3
m 4
CLOSED AREA K
20 miles
1.5 miles
FISHING ZONE L
CLOSED AREA M
Ashdod
Ashkelon
POWER STATION
Erez
Nuseirat
Dir El Balah
Tel Rafiah
Rafiah
Khan Yunis
EGYPT
DATUM: ED 50
LEGEND
ISRAELI RADAR STATIONS
PALESTINIAN FISHERMEN'S WHARF
COASTAL OBSERVATION
CLOSED AREAS M,K
FISHING ZONE L

POINT	GEOGRAPHIC		U.T.M. (Zone 36)	
	LONG (EAST)	LAT (NORTH)	EAST	NORTH
m1	34° 13'07.8"	31° 19'27.4"	615970	,466234
m2	34° 13'58.6"	31° 20'08.2"	617301	,467507
m3	33° 56'41.6"	31° 33'48"	589676	,493473
m4	33° 57'31.7"	31° 34'30.1"	590985	,493785
k1	34° 29'18.2"	31° 35'30.9"	641220	,496217
k2	34° 28'21.1"	31° 34'14.7"	639745	,493830
k3	34° 09'48.4"	31° 46'38.3"	610165	,516395
k4	34° 08'49.9"	31° 45'23.1"	608652	,514083

MAP NO. 6

[illegible] Done at Cairo this 4th Day of May 1994

Y. Arafat
For the PLO

Y. Rabin
For the Government of the State of Israel

Witnessed by:

The United States of America

The Russian Federation

The Arab Republic of Egypt
